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16

Middle East.
No. 23.

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ROOM
Article No.
10

Confidential.

PAPERS

[1928 TO 1930]

RELATING TO THE

Claim of the Heirs of Sultan Abdul Hamid

TO

Properties in 'Iraq and Palestine.

Middle East.
No. 23.

Confidential.

PAPERS

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RELATING TO THE

Claim of the Heirs of
Sultan Abdul Hamid

TO

Properties in 'Iraq and Palestine.

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Papers
[1928 to 1930]
relating to the
Claim of the Heirs of Sultan Abdul Hamid
to
Properties in 'Iraq and Palestine.

C. 59071/28 [No. 2.]

No. 1.

MR. G. STUART KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

Storey's Gate, St. James's Park,
London, S.W.1, 29th February, 1928.

DEAR HALL,

Claim of the Heirs of Sultan Abdul Hamid.

I SEND you a copy of a letter which I have received from Owen-Wells about this case and, in original, the enclosures which accompanied it. I have not had these copied as they seem to contain a lot of figures, and in the event it may not be necessary to have all of them copied.

I shall be glad to know whether you have any instructions about the case or can give me any information as to the attitude which one should adopt. I take it that you want me to see to the preparation of the counter-memorial on behalf of His Majesty's Government.

I have replied to Owen-Wells saying that I am making enquiries and have asked him to arrange for an extension of six months for the filing of that document as it is quite clear that it will be impossible to have it ready by the date mentioned in his letter.

Yours, &c.,
G. STUART KING.

Enclosure in No. 1.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate General,
Constantinople,
22nd February, 1928.

Claim of the Heirs of Sultan Abdul Hamid.

SIR,

I HAVE the honour to forward you herewith a copy of a Memorial concerning the claim lodged with the Anglo-Turkish Mixed Arbitral Tribunal by the above claimants against His Majesty's Government, for the restitution of properties situated at Mossoul, Bagdad, Palestine and Cyprus.

2. I have made enquiries, and I find that this claim was lodged with the Tribunal and provisionally registered within the required time.

3. I do not know anything concerning the history of this case or what has become of the properties referred to, but I would draw your attention to the fact that it is not alleged in the Memorial that the British Government has seized the properties in question.

Also it will be observed that no value, even approximate, of the properties is attached although I understand locally that the amount runs into over a million sterling, and therefore the claim appears to be of great importance.

4. Presumably the Foreign Office has heard of this claim before, and it may be that the Colonial Office is the Department that should deal with it, but as I am not sure, I take the liberty of forwarding this document to you in the first place, with the request that you will kindly communicate with the Government Department concerned.

5. The date for filing the Counter-Memorial (or Special Memorial) of His Majesty's Government will expire on the 21st of April next.

I have, &c.,
R. C. OWEN-WELLS,
British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

MEMOIRE.

Constantinople, le 28 Juin, 1926.
Honorable Tribunal Arbitral Mixte,
Turco-Anglais,
En Ville.

Monsieur le President,

(*a*) Les Parties :

Partie demanderesse :

Selim, Ahmed, Abdul Kader, Burhaneddin, Abdurrahim, Noureddin et Abed Effendis; Nadjié, Peivesté, Aïché, Bedrié, Felek, Muchfika, Salihé Hanoums; fils, filles, femmes, héritiers du feu Sultan Hamid, habitant divers pays d'Europe, représentés par Haidar Rifaat et Me N. Mazliah, du barreau de Constantinople;

Partie défenderesse :

Le gouvernement anglais.

(*b*) L'Exposé :

Sultan Hamid détrôné et mort, tous ses meubles et immeubles sont dévolus à ses héritiers sur la base du dogme islamique y relatif et qu'aucune force légale ne peut justifier la possession de n'importe quelle façon d'un héritage de ce genre dans les conditions existantes.

Notre qualité d'héritiers légitimes est constaté par le document ci-annexé émis par le Tribunal Kassam, daté du 9 Rébiulahir 1338 hégire sub. No. d'ordre 415, dossier 521.

Abdul Hamid a laissé comme héritage dans diverses localités de Mossoul, Bagdad, Palestine, Cyprus, multiples immeubles, domaines, mines, concessions, &c., dont 122 photographies, d'actes de propriété ci-joint relativement à ceux qui sont dans l'Irak et 28 le ceux qui se trouvent en Palestine, actes sur lesquels se trouvent inscrits officiellement que les terrains, fermes, maisons, &c., y indiqués sont achetés par le défunt pour sa personne avec son propre argent et à la seule condition qu'ils soient dévolus à ses héritiers à sa mort.

Une traduction légalisée du contenu d'un des actes dont il s'agit, accompagne le présent mémoire.

Ces titres forment une partie des immeubles en question. La totalité figure dans le livre No. 19 de la liste contenant 38 régistres en dépôt auprès du defterdar de Constantinople, lequel livre Votre Honorable Tribunal voudra bien faire venir.

En attendant un livre détaillé contenant les principaux immeubles en question accompagne également le présent mémoire.

(*c*) L'exposé de droit :

L'art. 65 du Traité de Lausanne accepte que les biens, droits et intérêts qui existent encore et pourront être identifiés sur les territoires placés sous la souverainité ou le protectorat des Puissances alliés au 29 Octobre 1914 ou sur des territoires détachés de l'Empire Ottoman à la suite des guerres balcaniques et placés aujourd'hui sous la souverainité des dites Puissances et qui appartiennent à des ressortissants turcs, seront immédiatement restitués aux ayants droits dans l'état où ils se trouvent.

(*d*) Les Conclusions :

Attendu que sont les dispositions non codifiées du Cheri qui régissent jusqu'à présent les matières de succession en Turquie et que le document ci-haut mentionné prouve la légitimité de l'héritage en question et la justesse de notre qualité;

Attendu que le passage ci-haut copie de l'art. 65 du Traité du Lausanne assure la restitution de nos immeubles, concessions, &c., en question entre nos mains;

J'ai recours à la haute équité de Votre Honorable Tribunal pour obtenir justice.

H. RIFAAT.

Bordereau des Pièces Annexes.

1. Une procuration légalisée accompagnée de 6 copies.
2. Un extrait de la sentence du Tribunal Kassam. traduction légalisée accompagnée de 6 pièces.
3. Un livre contenant les principaux immeubles en cause en 7 exemplaires.
4. Une traduction légalisée d'un titre de propriété en 7 exemplaires.
5. Un livre contenant les spécifications des immeubles en cause, en sept exemplaires.

PROCURATION GENERALE.

En vertu des pouvoirs qui me sont conférés par une Procuration faite par devant le 11e Notariat de Péra en date du 14 Janvier 1341-1925 sub. No. 523/11 par mes mandants Halil, Réfet, Dr. Arif, Ismail Seradjeddine et Djélal Chevket Beys, Fondés de pouvoirs des héritiers de feu Sultan Abdul Hamid, je déclare par la présente nommer et constituer, à mon tour, pour mandataires généraux l'Avocat Haïdar Rifat Bey à Numer Abid Han, Mr. Nissim Mazliah à Assicurazioni Generali Han et Mr. Ismail Hakki Bey inscrit au Barreau sous le No. 358, aux fins de représenter, conjointement ou chacun d'eux séparement, mes Mandants les Princes Mehmed Selim, Ahmed, Abdul Kader, Burhaneddine, Abdulrahim, Noureddine et Abid Effendis, ainsi que Leurs Altesses Ayiché Sultane, et Bédri Félek, Muchfika, Saliha Nadjiyé et Pivesté kadines, tous héritiers et héritières du défunt Sultan, dans tous les procès intentés de leur-part ou contr'eux et, à cet effet, je donne à mes mandataires prénommés tous pouvoirs de présenter toutes requêtes, tous mémoires et autres pièces nécessaires quelconques; comparaître par devant tous Tribunaux, Conseils et Départements tant en demandant qu'en défendant, aussi bien que comme tierce personne, partie intervenante et partie opposante; plaider et défendre en première instance, opposition, requête civile, Cassation et révision; produire toutes preuves et témoignages; proposer le serment; nommer et révoquer tous arbitres et experts; procéder au réglement de tous comptes; récuser tous Juges et se porter prise à partie; signifier et recevoir signification de toutes pièces; faire tous protêts; pratiquer toutes saisies conservatoires et exécutoires et en donnermain-levée; demander l'exécution des jugements et arrête obtenus; nommer et revoquer et remplacer autant de fois qu'ils voudrent un ou plusieurs autres mandataires et exercer le mandat conjointement avec eux ou chacun séparément et, enfin exécuter jusqu'à la dernière phase de la procédure toutes les formalités légales qu'ils jugeront nécessaires pour la sauvegarde et la défense des droits et intérêts de mes Mandants.

Le 18 Mai, 1926.

Signé : Samy Gunsberg, Médecin-Dentiste,
No. 4 Appartement Baudouy Grande Rue de Péra.

Vu bon pour la légalisation de la signature sus-apposée par Mr. Samy Gunsberg Bey, Médecin-Dentiste, personne connue de nous.

Le 18 Mai, 1928, Mardi.

L.S.—2e Notariat de Péra.
Le Notaire :—Signé, Abdullah Hilmi.

DISPOSITIFS DU JUGEMENT RENDU LE 9 REBUL-EWEL 1338 PAR LE TRIBUNAL DU KASSAMAT GENERAL (ADMINISTRATION CHARGEE DE LA REPARTITION DES BIENS DES DEFUNTS AUX HERITIERS RESPECTIFS).

Le Tribunal du Kassamat Général, après avoir entendu les parties et obtenu la déposition des témoins produits et après un minutieux examen, a rendu le jugement qui suit :—

Le Recours des parties au Kassamat Général n'étant pas fait pour réfuter et détruire leurs réclamations mutuelles, mais envisageant simplement la répartition entr'elles de la succession de feu le Sultan Hamid en biens meubles et immeubles au prorata de leurs quote-parts respectives, le Tribunal du Kassamat Général :—

1. Reconnait la qualité d'Héritiers aux Princes Impériaux Mehmed Selim, Abdulkeder, Ahmed, Burhaneddine et Abdulrahim Effendis, ainsi qu'aux Princesses Impériales Zékié, Naimé, Chadié, Ayiché et Réfia et Leurs Altesses Bedri Felek, Emsal Nour, Muchfika, Chazkiar, Pivesté, Nadjiyé, Fatma et Béhidjé Kadines, en divisant la Succession du défunt Sultan Hamid en biens meubles et propriétés exclusives en 4,320 parts dont il attribue :—

480	parts à raison de 60 parts à chacune, aux épouses susnommées Bedri Felek, Emsal Nour, Muchfika, Sazkiar, Pivesté, Nadjivé, Fatma et Behidjé Kadines;
2,268	parts à raison de 378 parts aux Princes Impériaux Mehmed Selim, Ahmed, Burhaneddine, Abdul Rahim, Noureddine et Abid Effendis;
418	parts au Prince Abdulkader Effendi;
945	parts à raison de 189 parts aux Princesses Zékié, Nayilé, Chadié, Ayiché et Réfia Sultanes;
209	parts à Nayimé Sultane.
4,320	

Quant aux immeubles transmissibles du défunt Sultan, don la transmission par voie d'héritage doit etrc effectuée conformément aux dispositions spéciales de la Loi sur les transmissions héréditaires, le Tribunal les divise en 936 (Neuf cent trente six) parts dont il attribue :—

594 parts à raison de 54 parts aux Princes Mehmed Selim, Ahmed, Burhaneddine, Abdulrahim, Noureddine et Abid Effendis et aux Princesses Zékié, Nayilé, Chadiyé, Ayiché et Réfia Sultanes;

134 parts à raison de 67 parts à Abdulkader Effendi et à Nayimé Sultane;

208 parts à Bedri Felek, Emsal Nour, Muchfika, Sazkiar, Pivesté, Nadjiyé, Fatma et Behidjé Kadines.

936

Le Kassam Général
Cachet :—Moussa Kiazim.

Date.	*Province.*	*Espèce.*	*Localité.*	*Quantité Deunum.*
3 Redjeb 309	Jerusalem	terrain champ	Eriha-Jerusalem	125
"	"	"	" "	53
"	"	"	" "	96
"	"	"	" "	63
"	"	"	" "	169
"	"	"	" "	461
"	"	"	" "	20
"	"	"	" "	2
"	"	"	" "	177
"	"	"	" "	272
"	"	"	" "	85
"	"	"	" "	38
"	"	"	" "	22
"	"	"	" "	81
"	"	"	" "	2
"	"	"	" "	2
"	"	"	" "	2
"	"	"	" "	2
"	"	"	" "	4
"	"	"	" "	14
"	"	"	" "	4
"	"	"	" "	71
"	"	"	Eriha	80
"	"	"	"	162
"	"	"	"	2
"	"	"	"	8
"	"	"	"	6
"	"	"	"	3
"	"	"	"	10
"	"	"	"	12
"	"	"	"	2
"	"	"	"	173
"	"	"	"	63
"	"	"	"	189
"	"	"	"	130
"	"	"	"	90
"	"	"	"	130
"	"	"	"	98
"	"	"	"	84
"	"	"	"	20
"	"	"	"	20
"	"	"	"	4
"	"	"	"	2
"	"	"	"	4
"	"	"	"	2
"	"	"	"	79
"	"	"	"	112
"	"	"	"	47
"	"	"	"	48
"	"	"	"	307
"	"	"	"	80
"	"	"	"	8
"	"	"	"	4
"	"	"	"	12
"	"	"	"	6
"	"	forêt	"	2

Date.	*Province.*	*Espèce.*	*Localité.*	*Quantité Deunum.*
14 Mouharem 1328	Jerusalem	terrain	Eriha	10,000
"	"	champ	"	20,000
15 Rebiulahir 1320	"	"	"	8
"	"	"	"	100
29 Chalian 1320	"	"	"	2,747
29 Safer 1322	"	"	"	5
3 Ramazan 1322	Sandjak Guerek	champ	Zord Kenard	31,000
3 Redjeb 308	Jerusalem	boutique	Eriha	"
"	"	champ	"	4
9 Mouharem 1307	"	"	Djildié	4,143
"	"	"	Mahzan Keleir	4,580
"	"	"	Kedfémé	9,210
23 Redjeb 1308	"	"	Mouhrik	100
5 Ramazan 1318	"	"	au bord de Eheria	1,300
"	"	"	" "	1,700
"	"	"	" "	20,000
11 Mouharem 1300	"	"	Fezazé	422
3 Redjeb	"	"	Eriha	4
"	"	"	"	4
"	"	"	"	4
"	"	"	"	4
"	"	"	"	50
"	"	"	"	55
18 Chaban 1308	Beyrouth, Syrie et Jerusalem		Recherche et concession de l'exploitation de mine de Hamr	
13 Mouharem 1318	Concession de la Navigation dans la mer Morte			
25 Zilhidjé 1299	Bagdad	terrain	Hour Kebir	9,637
13 Safer 1304	"	"	Hamam Kebir	1,956
" "	"	"	Chafié	22,718
28 " "	"	"	quartier Houlé et Djeiran	
5 Chaban 1303	"	"	Verdié	10,888
" "	"	"	Betché	2,206
22 " 1304	"	"	Sid Mehmed	220
25 " "	"	"	Ebou Arais	3,233
" "	"	"	" Gark	4,777
21 Zilkadé "	"	"	Saguilé	813
" "	"	"	Moukatié Nil	45,176
" "	"	"	Eladj moukatié	24,666
22 Chaban "	"	"	Seid Mehmed	223
6 Zilhidjé 1305	"	"	Hinak	66,137
15 Cheval 1306	"	"	Harbana, &c.	143,493
14 Safer 1312	"	"	Havas	4,396
25 Rebiul evel	"	"	"	2,206
15 Mouharem 1320	"	"	Kerbela Hindié, maison quartier Kadi	
4 Rebiul evel	"	"	Kerbela, terrain et vigne	1,693
" "	"	"	" " "	479
" "	"	"	" " "	300
" "	"	"	" " "	419
" "	"	"	" terrain	86,148
11 Safer 1303	"	"	Hevar Seib	2,399
11 Safer 1303	Bagdad-Kerbela	terrain	Bahti echref	36,013
25 Djemaziel evel 1303	"	"	Hassib	18,317
17 Zilhidjé 1304	"	"	"	32,154
" "	"	"	Dehli	16
27 Zilkadé 1305	"	"	"	26
" "	"	"	"	11
" "	"	"	Canal Hamidié	15,716
14 Safer 1306	Bagdad Nedjeb	"	Porte Nedjeb	
10 " 1307	" "	jardin		
7 Chaban 1309	" "	vigne		
7 Djemaziel ahir 1318	" Kerbela	terrain	quartier Chebenh	
9 " " "	" "	"	" "	
15 Mouharem 1320	" "	"	" Hindié	
23 Rebiul evel 1309	Basrah	datier		6,040
26 " " 1304	"	"		1,038
26 " " "	"	"		152
29 " " "	"	"		3,332
25 " " "	"	"		1,038
26 " " "	"	"		152
26 " " "	"	"		6,040
24 " " "	"	"		3,332
12 Djemaziel evel 1304	"	terrain	Atchar	45,000
15 " " 1318	"	"	"	16
20 Chaban 1325	Basra Tav	terrain	Sibeé	6
3 Mouharem 1304	Nedjid maison, 4 chambres		quartier Kout	
" "	" jardin			
6 " "	" maison, 4 chambres		quartier Kout	
3 " "	" "	"	" "	

Date.	Province.	Espèce.	Localité.	Quantité Deunum.
3 Mouharem 1304	Nedjid	maison 10 chambres	quartier Kout	
" "	"	No. 5	" "	
" "	"		" "	
" "	"	" 7	" "	
" "	"	" 8	" "	
" "	"	3 chambres " 9	" "	
" "	"	" 10	" "	
" "	"	6 " " 12	" "	
" "	"	6 " " 13	" "	
" "	"	" 14	" "	
" "	"	" 15	" "	
" "	"	3 " " 16	" "	
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" "	"	"	Nahié Djefr	" 41
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" "	"	"	Mubrez	" 45
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		terrain —	rente Umul beauz	
25 Redjeb 1295	Chypre	terrain	Ikdmé	81,000
21 " "	"	8 champs	Leniéx	35
3 Zilhidjé 1295	"	terrain	Ayarser redr., &c.	2,696
" "	"	"	Salamla, &c.	2,300
" "	"	"	Beldiri, &c.	2,000
" "	"	"	Fochnir, &c.	2,500
" "	"	"	Oridiz	19,890
" "	"	"	Berkod	20,000
" "	"	"	Ebsauté, &c.	4,000
" "	"	"	Livadié	1,000
" "	"	"	Aya toner	37,326
" "	"	"	Lefkoché	250
" "	"	"		35,000
" "	"	"	Balio figarod	700
" "	"	"	Ebsoné, &c.	4,000
" "	"	"	Livadié	1,000
" "	"	"	Berko	20,000
" "	"	"		19,000
" "	"	"	Lefkoché	250
" "	"	"	Fochtklé	2,500
" "	"	"	Balio figaro	700
" "	"	"	Avronero	24,350
" "	"	"	Harsofi	81,000
" "	"	"	Lerkomé	60
3 Zilhidjé 1295	Chypre	terrain	Matagri	2,690
" "	"	"	Pelendiri, &c.	2,000
" "	"	"	Raspo, &c.	10,125
" "	"	"	Aya Harido	7,612
" "	"	"	Lefko, &c.	2,265
21 Redjeb "	"	8 champs	Lita	35
3 Zilhidjé "	"	terrain		19,000
" "	"	"	Salambo, &c.	2,300
" "	"	"	Lefkoché	35,000
" "	"	"	Oridimé	19,890

Date.	Province.	Espèce.	Localité.	Quantité Deunum.
3 Zilhidjé 1295	Chypre	terrain	Terkomo	60
" "	"	"	Voclia	37,326
" "	"	"		126
" "	"	"	Hirido	7,612
29 Rebiul ahier 1319	St. Jean d'Acre	bain	Teberia	1 salon 2 chambres
" "	"	champ	Caiffa	504
" "	"	"	"	395
" "	"	"	"	245
" "	"	"	"	225
" "	"	terrain	Safed	2,500
15 Redjeb 1301	"	"	"	8,200
25 Zilhidjé "	"	"	Teberia	18,964
21 Djemadiel ahir 1304	"	marécage	Kebaré	2,550
" "	"	terrain rocheux	"	525
15 Rebiul ahir	"	champ	Uléma	150
15 Redjeb 1314	"	"	Beljid	Evlik 2
27 Rebiul ahir 1311	"	"	Uléma	38
27 Rebiul evel 1319	"	"	Erzichama Chek	104
" "	"	"	Erzi mahnouné	16
" "	"	terrain	Sahaur elfour	39,735
25 Chaban 1310	"	"	Harbet	3,800
" "	"	"	Sahaur elfour	39,735
" "	"	"	6 maisons and 1 jardins	1,200
Mai 1330	"	"	Moulin et jardin	8
" "	"	"	Semih	36,000
3 Zilkadé 1298	"	"	"	36,000
29 Rebiul evel 1300	"	"		
13 " 1312	"	"		
Firman de la concession de la Navigation dans le lac de Tiberia à Akka.				
23 Rebiul evel 1304	Basrah	terrain	Sofié	2,095
14 Avril 1304	"	"	Mechrah	5,486
24 Zilkadé 1301	"	"	Derninan	2,708
" "	"	"	Felmé	4,566
" "	"	"	Garlié	9,197
27 Mouharem 1305	"	Moukatée	Chatré	32,933
19 Rebul ahir 318	"	maison	Amaré	
" "	"	jardin	"	
" "	"	jardin arbres	"	
23 Djemaziel evel 1318	"	champ	Mechrah	1
1 " 1319	"	terrain	Amaré	3
17 Redjeb 1322	"	champ terrain rive	Halib	21
4 Rebiul ahir	Bagdad	terrain	Mahmoudié	550,680
"	"	"	Darmé	89,391
"	"	"	Redjil	442,012
3 Djemaziel evel 1304	"	"	Bagdad 15.5 m. longeur,	24 largeur
10 Cheval 1301	Hankin	3 moulins	Ulya	
6 Safer 1302	"	une part de moulin	"	
21 " 1303	Bagdad	1 depôt		
" "	"	terrain	Ebougrib	78,061
" "	"	terrain pierreux	Dilem	128,774
12 " "	"	terrain	Kazimié	165,076
12 " "	"		Dettné, &c.	19,317
28 " 1304	"		Kani bez	7,354
10 Rebiul evel 1303	"		Quartier Alavi	
29 " ahir "	"	"	Dubernan	
" " "	"	Akir	Baguilé	136,938
" evel "	"	terrain	Chadi	237,101
4 Djemaziel evel 1304	"	Depôt and Han	Delim	
14 Chaban 1304	"	terrain	Berhil	148
" "	"	"	Bergos	269
" "	"	"	Abdulmousin	499
" "	"	"	Mezid	300
18 " "	"	"	Hasibé	2,623
14 " "	"	"	Matih	1,647
" "	"	"	Djouibé	2,903
" "	"	"	Derchekrou	944
" "	"	"	Sadjarié	901
" "	"	"	Haleb el mouhsin	60
" "	"	"	Hitab el Zeil	199
" "	"	"	Azab et Ain Selih	61
" "	"	"	Hantal	65
" "	"	"	Suré	2,457
" "	"	"	Selamé	333
" "	"	"	Soufé	990
" "	"	"	Dervich	10
" "	"	"	Djassim, &c.	77
" "	"	"	Elbo Elvan	1,126
" "	"	"	Hamd Sanafat	267
" "	"	"	Cheih Mehmed Bekir	358

Date.	*Province.*	*Espèce.*	*Localité.*	*Quantité Deunum.*
12 Zilkadé 1304	Bagdad	terrain	Ulia	17,439
10 Chaban 1305	,,	,,	Beled et Semiké	813
19 Zilkadé ,,	,,	,,	Mehmedié	2,498
4 Zilhidjé ,,	,,	,,	Epos	24,469
,, ,,	,,	,,	Musahié	35,239
29 Rebiul evel 1304	,,	,,	Baguilé	56,864
,, ,, ,,	,,	,,	Chadi	79,484
11 Ramazan 1307	,,	,,	Mehrout en 15 parties	131,825
21 Zilhidjé 1308	,,	,,	Berez	3,916 m.
19 Rebiul ahir 1316	,,	,,	Dubernan	
21 Cheval 1318	,,	fleuve	Denié	
27 Chaban ,,	,,	,,	Ebou Chechmé	
9 Rebiul ahir 1323	,,	terrain	Behzer	5
19 ,, ,, ,, 1325	,,	Etablissement près du Konak de Bagdad		1,679 m.
4 Rebiul evel 1298	,,	terrain	Derdié	29,610
,, ,,	,,	,,	Blenché	6,000
,, ,,	,,	,,	Hamam Kebir	6,200
13 Rebiul ahir 1298	,,	,,	Eban Helalé	25,261
,, ,,	,,	,,	Djissé	87,051
,, ,,	,,	,,	Batmé	8,367
,, ,,	,,	,,	Eban Remané	37,083
,, ,,	,,	,,	Kadjrié	5,304
,, ,,	,,	,,	Chekbé	5,168
,, ,,	,,	,,	Baguil	2,595
,, ,,	,,	,,	Em Saferat	1,623
,, ,,	,,	,,	Amié	1,890
,, ,,	,,	,,	Umul Réiss	2,307
,, ,,	,,	,,	Um Sandik	2,894
,, ,,	,,	,,	Derdé	1,844
,, ,,	,,	,,	Hanifé	2,459
,, ,,	,,	,,	Ebiner	2,568
,, ,,	,,	,,	Zuheidé	2,231
,, ,,	,,	,,	Ebu Djebr	2,089
,, ,,	,,	,,	Behdar	1,762
,, ,,	,,	,,	Ebou Neadj	2,467
,, ,,	,,	,,	,, Zeviri	1,731
,, ,,	,,	,,	,, Djeleh	2,901
,, ,,	,,	,,	Mendjissi	1,000
,, ,,	,,	,,	Ummuldiss	11,969
,, ,,	,,	,,	Ebou Kessivé	2,132
23 Août 1304	,,	,,	Djumlé	369,039
16 Mars 1302	Basra	,,	Mechréh	55,803
23 Rebiul evel 1304	,,	,,	Adil	3,286

Rescrit Imperial.

Le Secrétariat du Palais Impérial ayant fait savoir que les terrains d'une superficie de 36,000 Deunums, situés dans le District de Tibéria dans le Sandjak de St.-Jean d'Acre dépendent du Vilayet de Syrie, sont aussi des terrains appartenant à l'Etat et qu'ils figurent dans la précédent Carte, Sa Majesté le Sultan a ordonné de les faire inscrire également en Son Nom pour le prix de Ltqs. 300 payable par le Ministère des Finances à valoir sur les allocations de Sa Majesté et d'en faire établir les Titres de propriété en conséquence.

L'Inspecteur du Defterhané ayant été invité par lettre spéciale d'avoir à remplir sur les lieux mêmes les formalités nécessaires à cet effet, le présent Certificat provisoire est soumis par notre Département au pied du Trone Impérial reconnaissant que jusqu'à ce que le Titre Tapou soit rédigé et remis à l'arrivée de l'état y relatif, les terrains dont il s'agit sont dument inscrits au nom de Sa Majesté et transmissibles à parts égales à ses enfants mâles et femelles conformément à la Loi Foncière.

Le 3 Zulkadé 1298.

L.S.—Defterhane.

Proprietés immobilieres du Sultan transmissibles à ses enfants males et femelles.

Places.	*Genre de la propriété.*	*Positions.*	*Etendue.*	*Dates des Titres et Numéros.*
No. 7	Terrain	Domaine de Cherkat village de Chouré	D. 16,447 Evl. 10	16 Mars 1302-10
	id.	Village de Hafra	D. 7,354 Evl. 10	id. -11
	id.	Village Menkubé	D. 5,515 Evl. 20	id. -12
No. 8	id.	Village Taloul Nassir	D. 4,412 Evl. 16	id. -13
	id.	Village Zaviyé	D. 11,031 Evl. 15	id. -14
	id.	Village Cherkat	D. 48,263 Evl. 6 Pics. 25	id. -15
	id.	Mossoul	M. 16,250	2 Janvier 1302 -1
		Forêts Karagheuz, Kiz Fahra & Havi Aslan.		
No. 9	Forêts	Karagheuz	D. 1,582 Evl. 4 Pics. 89	27 Avril 1304 -1
	id.	Bavira	D. 195 Evl. 6	id. -2
	id.	Ketat Ayn Kebrit	D. 152 Evl. 5	id. -3
		Petite Ille sablonneuse	D. 13 Evl. 16 Pics. 50	id. -4
No. 10	id.	Cheikh Nakchbendi Mohammed	D. 24 Evl. 16 Pics. 78	id. -5
		Ille	D. 46 Evl. 11 Pics. 11	id. -6
	id.	Ille	D. 24 Evl. 13 Pics. 24	id. -7
	id.	Petite Ille	D. 6 Evl. 21 Pics. 54	id. -8
	id.	Grande Ille	D. 26 Evl. 00 Pics. 34	id. -9
	id.	Petite Ille	D. 1 Evl. 9 Pics. 50	id -10
	id.	id.	D. 00 Evl. 20 Pics. 5	id. -11
Forêt Houyket el Ghiz		Houyket el Ghiz	D. 260 Evl. 7 Pics. 32	27 Avril 1304-12
Yaremdji (Forêt)		Yaremdji	D. 150 Evl. 16	id. -13
Terrain		—	D. 18 Evl. 23 Pics. 26	id. -14
Forêt près Elbo		—	D. 71 Evl. 19 Pics. 18	id. -15
Forêt		Fahra	D. 25 Evl. 4 Pics. 40	id. -16
Terrain		id.	D. 180 Evl. 9 Pics. 64	id. -17
Terrain potager		id.	D. 115 Evl. 6 Pics. 46	id. -18
Terrain		Kara-Koutlou Sefla	D. 302 Evl. 2 Pics. 66	id. -19
Ille boisée		Kiz-Fahra	D. 106 Evl. 2 Pics. 29	id. -20
id.		Kara-Koutlou	D. 59 Evl. 17 Pics. 61	id. -21

Places.	*Genre de la propriété.*	*Positions.*	*Etendue.*	*Dates des Titres et Numéros.*
		Hezar Tchift Tchiflik à Mossoul.		
No. 13	Terrain	Village Hezar Tchift Tchiflik	D. 297 Evl. 21 Pics. 33	16 Mars 1302-16
	id.	id.	D. 3,971 Evl. 00 Pics. 940	id. -17
	id.	id.	D. 1,103 Evl. 4	id. -18
No. 14	id.	id.	D. 1,664 Evl. 18 Pics. 50	id. -19
	id.	id.	D. 1,103 Evl. 4	id. -20
	id.	id.	D. 992 Evl. 21 Pics. 10	id. -21
No. 15	id.	Kiz Fahra	D. 5 Evl. 12 Pics. 89	29 Nov. 1305-61
	id.	id.	D. 5 Evl. 12 Pics. 89	id. -62
		Liva do Mossoul terrain Charkat.		
No. 16	Champ	Charkat	D. 1,871,281	Févr. 1301-58
		Forêt de Zimmar.		
No. 17	Terrain	Haddjé	D. 22,063	14 Avril 1302 -1
	id.	Yavdja	D. 33,094 Evl. 22	id. -2
	id.	Djissari	D. 4,412 Evl. 16	id. -3
No. 18	Terrain	Village Mazbaka	D. 4,412 Evl. 16	14 Avril 1302 -4
	id.	Chéikh Hamami	D. 7,722 Evl. 3	id. -5
	id.	Kalé	D. 34,933 Evl. 10	id. -6
No. 19	Champ	Zimmar (Mossoul)	D. 348,634	— -157
No. 20	Forêt	Nisraki	D. 273 Evl. 13 Pics. 70	27 Avril 1304-22
	Petite Ille		Evl. 18 Pics. 86	id. -23
	Ille sablonneuse.—		D. 4 Evl. 9	id. -24
	Petite Ille		D. 1 Evl. 15 Pics. 48	id. -25
	Grande Ille		D. 36 Evl. 4 Pics. 10	id. -26
	Forêt	Zenguyé	D. 406 Pics. 15	id. -27
No. 21	Ille boisée	id.	D. 66 Evl. 5 Pics. 70	id. -28
	Ilot	id.	D. 26 Evl. 15 Pics. 9	id. -29
	Ilot sabl.	id.	D. 11 Evl. 3 Pics. 20	id. -30
	Grande île	id.	D. 340 Evl. 22 Pics. 32	id. -31
	Ile boisée	id.	D. 80 Evl. 9 Pics. 42	id. -32
No. 22	Ilot Sabl.	Village Arslan	D. 23 Evl. 23 Pics. 61	id. -33
	Presqu'île	Kaboulabad	D. 243 Evl. 21 Pics. 28	id. -34

Places.	*Genre de la propriété.*	*Positions.*	*Etendue.*	*Dates des Titres et Numéros.*
	Ilot	Kaboulabad	D. 1 Evl 3 Pics. 6	27 Avril 1304-35
	Ile	Village Arslan	D. 3 Evl. 22 Pics. 80	id. -36
	id.	id.	D. 11 Evl. 20 Pics. 93	id. -37
No. 23	id.	Selamiyé	D. 22 Evl. 14 Pics. 12	id. -38
	Grande Ile	id.	D. 431 Evl. 17 Pics. 76	id. -39
	Ile	id.	D. 103 Evl. 2 Pics. 52	id. -40
	Ilot	id.	D. 00 Evl. 24 Pics. 71	id. -41
	Ile	id.	D. 5 Evl. 3 Pics. 80	id. -42
	id.	id.	D. 36 Evl. 15 Pics. 32	id. -43
No. 24	id.	id.	D. 4 Evl. 19 Pics. 70	id. -44
	Terrain	Muftiyan, village Némr Hafi	D. 769 Evl. 00	id. -45
	id. (½ part)	Hakuré, village Kiz-Hafra	D. 15 Evl. 12 Pics. 89	26 Avril 1305 -1
No. 25	Terrain (½ part)	Itch Havi, village Kiz-Hafra	D. 30	id. -2
	Terrain	Halilghiani (Mossoul)	D. 60	26 Avril 1305-108
	id.	id.	D. 240	id. -109
	id.	id.	D. 180	id. -110
No. 26	id.	id.	D. 60	id. -111
	id.	id.	D. 300	id. -112
	id.	id.	D. 90	id. -113
No. 27	id.	id.	D. 30	id. -114
	id.	id.	D. 60	id. -115
	id.	id.	D. 60	id. -116
No. 28	id.	id.	D. 150	id. -117
	id.	id.	D. 150	id. -118
	id.	id.	D. 240	id. -119
No. 29	id.	id.	D. 180	id. -120
	id.	id.	D. 150	id. -121
	id.	id.	D. 450	id. -122
No. 30	id.	id.	D. 300	id. -123
	id.	id.	D. 150	id. -124
	id.	id.	D. 300	id. -125
No. 31	id.	Village Kara Kouyoulou	D. 30	22 Août 1306-761
	id.	Village Djayif	D.1110	id. -86
	id.	Village Adlé, Chénéf Elbedjour, Istidj, Hamra Keuhniche, Ebzah, Kara-Yatak à Mossoul	D. 171,250	11 Mars 1306 -1
No. 32	Terrain	Village Djayif	D. 1140	22 Août 1306-85
	id.	id.	D. 1140	id. -84
No. 33	id.	id.	D. 1110	id. -83
	id.	id.	D. 1050	id. -82
	id.	id.	D. 450	id. -81
No. 34	id.	id.	D. 1050	id. -72
	id.	id.	D. 450	id. -71
	id.	id.	D. 1050	id. -70
No. 35	id.	id.	D. 1050	id. -89
	id.	id.	D. 900	id. -68
	id.	id.	D. 1200	22 Août 1306-49
No. 36	id.	id.	D. 1800	id. -48
	id.	id.	D. 1900	id. -73
	id.	Village Kébiyé	D. 960	id. -74
No. 37	id.	id.	D. 930	id. -75
	id.	id.	D. 960	id. -76
	id.	id.	D. 960	id. -77
No. 38	id.	id.	D. 930	id. -78
	id.			

Places.	*Genre de la propriété.*	*Positions.*	*Etendue.*	*Dates des Titres et Numéros.*
	Terrain	Village Kébiye	D. 960	22 Août 1306-79
No. 39	id.	id.	D. 900	id. -80
	id.	Village Djourf	D. 1200	id. -42
	id.	id.	D. 1200	id. -50
No. 40	id.	id.	D. 1200	id. -51
	id.	id.	D. 1200	id. -52
	id.	id.	D. 1200	id. -53
No. 41	id.	id.	D. 1200	id. -63
	id.	id.	D. 1200	id. -65
	id.	Village Alboudinan	D. 900	id. -40
No. 42	id.	id.	D. 900	id. -47
	id.	id.	D. 900	id. -58
	id.	id.	D. 900	id. -59
No. 43	id.	id.	D. 900	id. -60
	id.	id.	D. 900	id. -61
	id.	id.	D. 900	id. -64
No. 44	id.	id.	D. 900	id. -67
	id.	Mossoul	D. 1200	id. -430
	id.	Horta	D. 1200	id. -44
No. 45	id.	id.	D. 1200	id. -45
	id.	id.	D. 1200	id. -57
	id.	id.	D. 1200	id. -56
No. 46	id.	id.	D. 1200	id. -55
	id.	id.	D. 1200	id. -54
	id.	id.	D. 1200	id. -62
No. 47	id.	Village Horta Mossoul	D. 1200	22 Août 1306-66
	id.	id.	D. 1200	6 Février 1306 -2
	id.	Village Djourf	D. 1200	id. -3
No. 48	id.	Village Alboudinan	D. 900	id. -4
	id.	Village Djavif	D. 1140	id. -5
	id.	id.	D. 1110	id. -5
No. 49	Champ	id.	D. 1110	23 Nov. 1308 -4
	id.	id.	D. 1140	id. -5
	Terrain	Village Heder	D. 14,000	24 Sept. 1311-52
No. 50	id.	Karakonili	D. 30	22 Avril 1306 -2
	id.	id	D. 30	id. -5
	Champ (1 sur 4)	Village Djavif	D. 900	23 Sept. 1320-16
	id.	id.	D. 1050	id. -17
No. 51	id.	id.	D. 50	id. -18
	id.	Village Djourf	D. 1202	17 Avril 1322 -1

Pics 5.

C. 59071/28 [No. 3.]

No. 2.

MR. G. STUART-KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

Storey's Gate, St. James's Park, London, S.W.1,
16th March, 1928.

DEAR HALL,

Claim of the Heirs of Sultan Abdul Hamid.

IN continuation of my note of the 29th February last,* I send you two copies of some letters I have received from Owen-Wells upon which I shall be glad to have your observations and instructions in due course.

The questions whether it is possible to show that at the relevant date the properties on which the claim is based belonged to the Turkish State, and whether at that date the claimants had lost their Turkish nationality are, of course, matters of great importance because if either of them are established it would, so far as I can see, defeat the claim *in limine*.

I am not quite sure what is the relevance of the plot alleged to exist in Athens to which Owen-Wells refers in the penultimate paragraph of his letter, but if you think it worth while perhaps you will kindly ask the Foreign Office to make enquiry into the matter. The spare copy of the correspondence is enclosed for this purpose, in case you want to send one to the Foreign Office.

Yours, &c.,
G. STUART-KING.

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* No. 1.

Enclosure 1 in No. 2.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate General,
Constantinople.
29th February, 1928.

(No. 8.)

Claim of the Heirs of Sultan Abdul Hamid.

Sir,

I HAVE the honour to forward you herewith a copy of a letter I have to-day addressed to His Excellency the British Ambassador relative to the above claim.

When I have received a reply, I will communicate with you again.

I have, &c.,
R. C. OWEN-WELLS,
British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

(No. 8.)

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate General,
Constantinople.
28th February, 1928

Claim of the Heirs of Sultan Abdul Hamid.

Sir,

I HAVE the honour to refer Your Excellency to my letter numbered as above and dated the 22nd instant.

2. I am informed that two laws have been passed by the Turkish Parliament on two different occasions that may affect the arguments to be used by His Majesty's Government in defending the above claim, namely:—

(A) That, in 1908 immediately after the proclamation of the Turkish Constitution, or in 1909 after the deposition of Sultan Abdul Hamid, a law was passed by which all properties, belonging to the Sultan or his family, were transferred to the Turkish State;

(B) That, after the proclamation of the Republican Regime in Turkey, another law was passed, and the last Sultan and all the members of the Imperial family were thereby expelled from Turkey and debarred from Turkish nationality.

3. If this is the case it would be most material to the defence because:—

(1) the properties claimed did not belong to the claimants when the war commenced but to the Turkish State;

(2) The claimants were not Turkish nationals when the Treaty of Lausanne came into force, and therefore are not within the jurisdiction of the Anglo-Turkish Mixed Arbitral Tribunal, *vide* Article 65;

(3) the property in question cannot be claimed by the Turkish Government as it would come under Article 60.

4. I would be much obliged if Your Excellency would kindly inform me if in fact the above laws have been passed by the Turkish Parliament, and, if so, if you could let me have copies of these for transmission to the Government Department which is engaged in preparing the defence to this claim.

I have, &c.,

British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

His Excellency,
Sir George Clerk, K.C.M.G., C.B., &c., &c.,
The British Embassy,
Constantinople.

Enclosure 2 in No. 2.

(No. 8.)

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General, Constantinople, 7th March, 1928.

SIR,

Claim of the Heirs of Sultan Abdul Hamid.

I HAVE the honour to refer to my letter dated the 29th ultimo, relative to the above claim.

In answer to my letter of the 28th ultimo, His Majesty's Ambassador communicated to me the Embassy files on this matter. After careful perusal of these files, I came to the following conclusions, in respect of the two points raised in my letter referred to above:—

(*a*) No conclusive evidence has been traced regarding the Irades of 1909, by virture of which the properties of the Sultan Abdul Hamid have been turned over to the Ministry of Finance. I found, however, in these files copy of a Kararname promulgated on 8th January, 1336, (1920) by the then Sultan retransferring these properties to the Civil List, copy of which is attached herewith (Annex A). This document refers to the previous Irades of Transfer and can be held as sufficient evidence of the first transfer. The purpose of this Kararname being obviously an attempt to save from confiscation by the Allies the property situated in territories occupied by them, such as Mesopotamia, Syria, Palestine, &c., the British, French, and Italian High Commissioners in Constantinople addressed to the Sublime Porte a collective note dated 5th March, 1920, formulating their reserves as to its effects. (Copy of this note enclosed Annex B.)

I think, however, that all information on this particular point may be obtained from the Foreign and Colonial Offices in London, as these two Departments are quite familiar with all the aspects of this case.

(*b*) I send you herewith (Annex C) a translation of the Turkish law of 3rd March, 1340, (1924) Article 4 of which deprives all members of the late Imperial dynasty of their Turkish citizenship. The claimants were not, therefore, Turkish citizens at the date of the coming into force of the Treaty of Lausanne and consequently are not within the jurisdiction of the Mixed Arbitral Tribunal. I may add, in this respect, that I have, throughout, maintained with the Tribunal the point of view, repeated quite recently in the Cypriot claim, that a claimant should first prove that he comes under the jurisdiction of the Mixed Arbitral Tribunal by showing that he was national of one of the High Contracting Parties at the date of the coming into force of the Treaty of Lausanne. When this general rule, confirmed by decisions of all the Mixed Arbitral Tribunals, has been satisfied by the claimants, they will then have to comply with the restrictions contained in any particular article of the Treaty, in the present case being Article 65. Articles 5, 8, and 10 of the Law of 1340, (1924) may also have indirectly a bearing on the issues involved in this case.

According to telegrams from Athens published in the local press the Greek police have discovered a plot purporting to obtain possession of properties situated in Greece and claimed by the heirs of Sultan Abdul Hamid, by means of illegal means and false title-deeds.

I do not know what truth there is in these reports, but I presume the British Legation in Athens would be better placed to ascertain the real facts, which may have some connection with the present case.

I have, &c.,
R. C. OWEN-WELLS,
British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

ANNEX A.

KARARNAME.

Article 1.—Les propriétés, les terres, les fermes, les établissements, et les concessions qui ont été transmis par régistre par la liste Civile au Ministère des Finances en vertu des Iradés Imperiaux datés du 1er Septembre, 1324, et du 21 Avril, 1325, ont été remis et restitués à la liste Civile à l'exception de ceux qui ont été vendus, transférés et distribués aux émigrés par le Ministère des Finances. Le droit de recourir aux tribunaux de ceux qui prétendent en avoir des droits est réservé.

Article 2.—Les revenus des propriétés, terres, établissements et autres mentionnés ci-haut perçus jusqu'à présent par le Ministère des Finances ne seront pas vendus. Aussi les revenus et les dépens qui seront vérifiés jusqu'à la fin de l'année financière 1335 appartiendront au Ministère des Finances.

Article 3.—Les dispositions des Conventions faites par le Ministère des Finances concernant les propriétés, terres, formes et autres, seront en vigueur et valables jusqu'à l'expiration de leurs délais. Cependant après l'expiration de l'année financière courante les revenus et les dépens provenant de l'application de ces conventions appartiendront à la liste Civile.

Article 4.—Le Ministère des Finances est chargé de l'application du présent Kararnamé.

Article 5.—Les dispositions du présent Kararnamé sont en vigueur à partir de la date de sa publication.

le 8 Janvier, 1336.

ANNEX B.

5 Mars, 1920.

Les Hauts Commissaires de France, de Grande Bretagne, et d'Italie ont eu connaissance d'un Iradé Impérial en date du 8 Janvier dernier concernant la remise à la Liste Civile de certaines propriétés, terres, fermes, établissements et concessions qui auraient été transférés par elle en 1324 et 1325 au Ministère des Finances.

Ils ont l'honneur de faire savoir à la Sublime-Porte qu'ils font toutes réserves quant à cette mésure et à toute autre mésure semblable qui pourrait avoir pour effet de diminuer la valeur propre du domaine de l'Etat Ottoman telle qu'elle existait avant la guerre.

A. DEFRANCE.
JM. DE ROBECK.
MAISSA.

A la Sublime-Porte.

ANNEX C.

LOI NO. 431.

LOI PORTANT ABOLITION DU KHALIFAT ET EXPULSION, HORS DU TERRITOIRE DE LA REPUBLIQUE DE TURQUIE, DES MEMBRES DE LA DYNASTIE OTTOMANE.

le 3 Mars 1340/1924-26 Rédjeb 1342.
(*Journal Officiel*, No. 63 du 6 Mars 1340/1924.)

Article 1.—Le Khalife est déchu de ses fonctions. Le Khalifat étant, au surplus, compris dans le sens et la notion de gouvernement et de république, l'institution de Khalifat est abolie.

Article 2.—Le Khalife déchu ainsi que tous les membres mâles et les femmes appartenant à la dynastie déchue d'Osman, de même que les damads (citoyens ayant épousé une princesse de la dynastie ottomane) sont privés, à perpetuité, du droit de résider à l'interieur du territoire de la République de Turquie. Les personnes nées de femmes appartenant à ladite dynastie tombent également sous l'effet de la présente disposition.

Article 3.—Les personnes visées par l'art. 2 sont astreintes à quitter le territoire de la République de Turquie dans un délai maximum de dix jours à partir de la date de la publication de la présente loi.

Article 4.—Les personnes visées par l'art. 2 sont privées de la qualité et des droits de citoyen turc.

Article 5.—Les personnes visées par l'art 2 ne peuvent plus posséder des immeubles à l'interieur de la République de Turquie. Elles ont la faculté, pendant un an, de se faire representer par devant les tribunaux de la République pour liquider leurs affaires.

Après l'expiration de ce délai, les dites personnes n'ont plus de droit de recourir à aucune juridiction.

Article 6.—En vue de faire face aux frais de route des personnes visées par l'art. 2, il leur est accordé pour une fois seulement, des frais de route dont le montant sera fixé par le Gouvernement et variera selon le dégré de fortune de chacune de ces personnes.

Article 7.—Les personnes visées par l'art. 2 sont tenues de liquider, dans un délai d'un an, et avec le consentement du Gouvernement, tous leurs biens immeubles situés à l'interieur du territoire de la République de Turquie. Au cas ou elles ne liquideraient pas elles-mêmes leurs dits biens, ils le seront par les soins de l'Etat qui fera remettre aux dites personnes le produit de la liquidation de leurs biens immeubles.

Article 8.—Les biens immeubles enregistrés au Tapou au nom des personnes ayant exercé la dignité de Padichah dans l'Empire Ottoman, et situés dans le territoire de la République de Turquie, sont acquis à la nation.

Article 9.—Tous les mobiliers garnissant les palais, kiosques et autres bâtisses appartenant à la Royauté déchue, les services de table, les tableaux, les œuvres d'arts ainsi que tous autres objets s'y trouvant sont acquis à la nation.

Article 10.—Les immeubles dits " Emlaki-Hakkanié " qui avaient été antérieurement transférés, à la nation, tous les édifices appartenant à la Royauté déchune, l'édifice du Vieux-Trésor, les palais, kiosques, avec tous ce qu'ils contiennent, ainsi que les autres bâtisses ou terrains sont acquis à la nation.

Article 11.—Un règlement déterminera le mode de conservation des biens meubles et immeubles ayant fait retour à la nation et la procédure à suivre pour en dresser l'inventaire.

Article 12.—La présente loi entre en vigueur à partir de la date de sa promulgation.

Article 13.—Le Conseil des Commissaires est chargé de l'éxecution de la présente loi.

C. 59071/28 [No. 3].

No. 3.

MEMORANDUM.

Claim of the Heirs of Sultan Abdul Hamid.

The letter dated the 7th of March* from the British Agent to the Anglo-Turkish Mixed Arbitral Tribunal provides evidence which appears to establish the fact that the heirs of Abdul Hamid were not Turkish nationals at the time of the entry into force of the Treaty of Lausanne. If this is the case, it should be possible to show that their claim is outside the competence of the Tribunal and thus to avoid the necessity for arguing the case on its merits. Although there appears to be a very strong defence on the grounds set out in Mr. Malkin's memorandum of the 17th of October, 1925 (Appendix A), it would be foolish to neglect any chance of ruling out the claim *in limine*. The British Agent (or whoever represents His Majesty's Government in this matter) should be instructed to ask that this question of the competence of the Tribunal should be taken as a preliminary point.

As, however, those financially interested in the claim of the heirs of Abdul Hamid have now formed themselves into a British Company, the Abdul Hamid British Trust, it is possible that, whatever may be the nationality of the heirs, the preliminary point may be lost; consequently, it seems necessary to examine other lines of defence.

The following are the main points which have been brought out in the voluminous correspondence regarding the claim during the last seven years.

In 1921, the fact that the heirs of the late Sultan Abdul Hamid claimed to own extensive properties, oil concessions, &c., in 'Iraq and Palestine, which we thought to be the undoubted property of the local Governments, was first brought to our notice by a certain Lieutenant-Colonel Maitland Edwardes who, with a certain Major Henry, claimed to hold an option on these claims. At first this matter was considered only in its bearing upon the Turkish Petroleum Company's concession in 'Iraq, the validity of which depended upon the fact that the right to grant oil concessions in the Mosul and Baghdad Vilayets of 'Iraq rested with the Turkish Ministry of Finance before the war. Our information at the time was that the various properties, &c., to which the heirs laid claim and which had originally been the property of Abdul

* Enclosure 2 in No. 2.

Hamid, had been transferred in two batches from the Civil List to the Turkish Ministry of Finance, the first transfer being in 1908 under the authority of a Royal Irade by Abdul Hamid himself, and the second and more comprehensive transfer in 1909 under the authority of a Royal Irade by his successor. The claimants did not apparently deny the existence of these Irades, but claimed that they were illegal in that, as the properties in question were the personal property of Abdul Hamid, under the Moslem law of succession they passed automatically to his heirs and neither he nor his successor had any power to make them over to the State. The illegality of the transfer, they argued, had been confirmed by a subsequent Irade of 1920 which directed the restitution of the properties to the Civil List.

Inquiries made in Constantinople through the British Ambassador produced a certain amount of evidence, including translations of documents relating to the Irades (in Mr. Rattigan's despatch No. 629 of the 29th of June, 1921 (Appendix B) and Mr. Ryan's memorandum of the 31st of July, 1921, (Appendix C)), in support of our contention that the Irades of 1908 and 1909 were valid. Confirmatory evidence was also received from 'Iraq (Sir Percy Cox's despatch No. 127 of the 15th of December, 1921, Appendix D), where an investigation of the records of the Tapu (land registration) Department disclosed the fact that, although the properties in question had at one time been registered in the name of Abdul Hamid, they were subsequently re-registered in the name of the Ministry of Finance or Turkish Government, and at the time that the registers came into the hands of the British authorities no property was registered in the name of Abdul Hamid. The position of Palestine in this respect subsequently proved, however, to be less satisfactory. (See Sir Herbert Samuel's telegram No. 149 of the 3rd of May, 1923 (Appendix E).)

In the light of this evidence, and after discussion with Mr. (now Sir Andrew) Ryan, who had conducted the inquiries in Constantinople, it was decided to adhere to our original view that the Irades of 1908 and 1909 were valid, and that the heirs had no valid claim to any properties in 'Iraq and Palestine, and to leave the heirs to attempt to establish their claim by such means as might be open to them. The grounds on which this decision was based are set out in Foreign Office letter of the 21st of March, 1922 (Appendix F).

The arguments in support of the case originally submitted by the heirs are given in a compendious form in the enclosures to Foreign Office letter of the 12th of May, 1921 (Appendix G). A legal opinion by a " recognised authority on Mohammedan law " also submitted in support of the claim forms Appendix H.

Since the above decision was reached representations have on several occasions been made to us on behalf of the heirs; in the first instance by Colonel Maitland Edwardes, subsequently by the Abdul Hamid Trust, and in 1925 by persons acting on behalf of the ex-Sultan Muhamid Vahidedine. Our reply in each case has been that if the heirs have any rights the only place in which they could test them would be in the local Courts of 'Iraq and Palestine. The necessity, however, for protecting the 'Iraq and Palestine Governments against any claim on behalf of the heirs was recognised when the economic sections of the Treaty of Lausanne were being negotiated, and Article 60 of that Treaty in the form in which it finally emerged was thought to render the position of those Governments wholly secure in this matter. An attempt was made at Lausanne to obtain from the Turks certified copies of the Irades of 1908 and 1909 mentioned in paragraph 2 of that Article, but the British Delegation only succeeded in obtaining copies of the lists of properties, &c., transferred to the Ministry of Finance by those Irades. These lists form Appendix J. The British Delegation also obtained certain other documents bearing on the question (Appendix K). There is no reason to believe that these lists, of which mention is made in the proceedings of the Lausanne Conference, are other than accurate. It should be pointed out that there is an apparent discrepancy between the date given in Article 60 as that of the Irade of 1909 and the date given in the copy obtained by the British Delegation at Lausanne (Appendix J). The explanation of this discrepancy appears to be that the Sultan expressed his will on the 26th of August, and 20th of April, respectively, but it was not put into written form until the 27th of August and 26th of April, while the actual transfer appears not to have taken place until the 28th of August and the 26th of April, respectively.

At the end of 1925 it was suggested that as the claimants had consistently been told that they must make good their case in the local Courts it would be advisable to enact legislation in 'Iraq and Palestine making Article 60 part of the municipal law of those countries. In the absence of such legislation it might be necessary for the Government, in resisting any claim brought by the heirs in the local Courts, to prove that the Irades of 1908 and 1909 were in fact valid, whereas once Article 60

became part of the law of the countries, the question whether or not those Irades were valid would then be irrelevant and outside the purview of the local Courts. The necessary legislation was accordingly enacted in 'Iraq and Palestine. It should be explained that it was not then realised that the claim concerned Cyprus also.

If the judgment on the preliminary point mentioned at the beginning of this minute is unfavourable, our defence will presumably be that the question whether or not the Irades of 1908 and 1909 were invalid is irrelevant. By Article 60 of the Lausanne Treaty the properties mentioned in those Irades were transferred to the Succession States (viz., 'Iraq, Palestine, and Cyprus), and even if the Turkish Government were acting improperly in thus transferring these properties any claim to compensation which the heirs might have would lie against the Turkish Government and not the Succession States. In substance, this is what Mr. Malkin argues in his memorandum (Appendix A), and the argument derives support from the reparation provisions of the Treaty of Versailles.

From Foreign Office letter of the 25th of January, 1928 (Appendix L), it appears that in this case we shall be opposed by Sir Maurice Amos, who has been entrusted with the defence of several British Government cases before the Mixed Arbitral Tribunal in the past, and who recently represented His Majesty's Government in the " ex-Khedive case."

Colonial Office,
March, 1928.

[51707/25.]

Appendix A.

MEMORANDUM BY Mr. MALKIN (Foreign Office).

This opinion* by the two Swiss lawyers does not strike me as a particularly convincing document.

Article 60 of the Treaty of Lausanne provides, in accordance with the general practice, that the Succession States shall acquire all the property and possessions of the Ottoman Empire situated therein. It goes on to provide that among the above property and possessions are included those of which the transfer from the Civil List to the State was laid down by two Irades of 1908 and 1909, and also those which, on 30th October, 1918, were administered by the Civil List for the benefit of a public service. It is clear that, if the property in question was State property, or property which was held by the Sultan in his capacity as head of the State, and not in his personal capacity (*e.g.*, if they were in the position of Windsor Castle and not that of Balmoral), the provision in question was a perfectly valid one; a change of constitution having taken place and the Sultan having disappeared, the Turkish Government was entitled to dispose of the property by Treaty. It will be noted that, in the discussions of this Article in the Financial Commission, on which the opinion to some extent relies in support of its thesis, the Turkish point was obviously not that the property in question was the private property of the Sultan and ought to be returned to him, but that it was property which ought to be returned to the Turkish Government.

In order to get the ex-Sultan's case on its legs at all therefore it is necessary to show that the property in question was not State property of which the Turkish Government was free to dispose. To do this the opinion attempts, so far as I understand it, to show (1) that the property of the Civil List was held by the Sultan or the Imperial Family of Turkey not in their official capacity but in their capacity as individuals, and (2) that the Irades of 1908 and 1909 were null and void. Both these points depend on Turkish law, as to which I am not qualified to advise, but I should certainly be surprised if either of them, or at any rate the second, could be established. But even assuming that the ex-Sultan could succeed on this point, it would remain to show that the Turkish Government were not entitled to dispose by Treaty of the private property of the former sovereign. I do not think that this could be successfully demonstrated; there can be no doubt that the Turkish Government was legally in a position to dispose of so much of the property in question as was in Turkish territory: this is, I imagine, done by every government which is formed as the result of a change in the constitution which involved the disappearance of the monarch, and this right is not invalidated by the fact that not infrequently, as I think has happened in Germany, some arrangement is come to with the ex-monarch; for, if the government were not in a position to dispose of the property, there would be no need for any

* 51707/25: not printed.

such arrangement. In any case, the precedents are against any such contention. The Treaty of Versailles (Article 256) transferred to the Succession States the private property of the former German Emperor and other royal personages. The Treaties of St. Germaine and Trianon (Articles 208 and 191) transferred to the Succession States the private property of members of the former Royal Family of Austria-Hungary. In these cases, subject to certain exceptions, credit for the value of the property was given to the enemy government concerned, and this fact appears to be relied upon in the opinion in support of their contention that Article 60 of the Treaty of Lausanne is bad in fact it is an argument the other way, since it shows the view taken was that the private property abroad of the former monarch had passed to the government which had replaced him.

Finally, it would be necessary for the ex-Sultan to demonstrate that, assuming the property in question to be his private property and in the same position as the property of a private individual, the Turkish Government were not entitled by Treaty to dispose of such property situated outside Turkey. As to this, it is sufficient perhaps to refer to the provisions of the Peace Treaties dealing with enemy private property in the Allied countries, all of which provide for the deprivation of the owners of their property, subject to the payment of compensation by their own State. As between States, it is perfectly competent for one State to dispose by Treaty of property of its nationals which is within the jurisdiction of another State. Whether any legislation is necessary to enable the provisions of the Treaty to be carried out in the country concerned is a question of its municipal law.

For the above reasons I do not think that the argument put forward in this opinion is sound. It does not seem necessary to deal with the arguments based on the contention that the dethronement of the Sultan is to be regarded as null and void and that he is entitled to all the rights which he previously held as such.

Finally, the opinion argues that the ex-Sultan's claim ought to be dealt with not by the Courts of the countries where the properties in question are situated but either by the Mixed Arbitral Tribunals, the Permanent Court of International Justice, a special arbitral tribunal, or the League of Nations. None of these suggestions seems to me sound. The Mixed Arbitral Tribunals can only deal with matters which are within their competence under the Treaty of Lausanne, and, except on the hypothesis that Article 60, paragraph 2, is null and void and that Article 65 therefore applies, the present question is not one which is so within their competence. All the other methods of settlement are ruled out by the fact that there is here no dispute between States: the ex-Sultan can only be regarded as a private individual and, I suppose, a Turkish national. No disputes between States could arise in connection with his claim, because the only State which could take it up is Turkey, and Turkey is bound by Article 60. The only courts which are competent to deal with the claim are the courts of the countries in which the properties (all, as I understand the matter, immovable properties) are situated. If the matter were brought before the 'Iraq Courts the question might arise whether Article 60 forms part of the law of 'Iraq.

I do not know whether it is desired to go fully into the legal position of this claim, but if so the Treasury ought to participate in the discussion, as they are responsible for Article 60.

The question whether it would be right for any provision to be made for the ex-Sultan and the royal family as a matter of grace out of the properties in question is, of course, not a legal one, but it may be convenient to remind the Department that a similar question has arisen in connection with the ex-Empress of Austria.

H. W. M.

17th October, 1925.

Departmental note on above.

Mr. Malkin asks two questions:—

(1) whether the property of the Civil List was held by the Sultan or the Imperial Family of Turkey not in their official capacity but in their capacity as individuals;

(2) whether the Irades of 1908 and 1909 were null and void.

These questions are very difficult to answer.

The Turkish Civil List was not a Civil List in any European sense. The Sultans until recently were absolute monarchs, and it was impossible to say whether they held property in their official capacity or in their capacity as individuals. The general rules of law did not apply. There was no settled practice as to titles to Civil List properties. Some had no title, others stood in the individual names of Sultans, others in the name of the Civil List.

A great deal was written on this point in 1921 by Mr. Ryan, and what he wrote can be summed up in the words: "The essential character of the Civil List administration must be considered obscure."

As regards the validity of the two Irades, Mr. Ryan could not pronounce. He gave it as his opinion that they were prima facia valid, and that if the heirs of Abdul Hamid claimed that they were invalid or that properties belonging to the Civil List really belonged to Abdul Hamid personally, the questions were too complicated to be settled with certainty by administrative authority, and that the heirs must establish their case by recourse to the competent courts.

My reply, therefore, to Mr. Malkin's first question is that I cannot solve it, owing to the obscure character of the Civil List and the impossibility of establishing any clear principles which can be said to have governed Imperial property when the Sultans were absolute monarchs.

With regard to his second question, we are on strong ground in maintaining that the two Irades were valid. We are, I think, committed to this view by our support of the Turkish Petroleum Company's concession which depends on the transfer of oil rights in Mesopotamia to the Ministry of Finance by the Civil List, but I may add that Mr. Ryan was in favour of giving some relief to the Sultan and Imperial Family out of the revenue of the Civil List properties on political grounds. Probably he may have given consideration to the fact that both Abdul Hamid, during whose reign the 1908 Irade was issued, and Mehmed Reshad, who was on the throne when the 1909 Irade was issued, were no doubt under the absolute control of the Committee of Union and Progress so that the cession of lands by the Sultans was forced and therefore morally null.

The ex-Sultan and his family are deserving of some act of grace in the way of an assignment of revenues if the Colonial Office see their way to granting it.

11th November, 1925. JAMES MORGAN.

[34643/21.]

Appendix B.

THE ACTING HIGH COMMISSIONER AT CONSTANTINOPLE to FOREIGN OFFICE.

(Received in Colonial Office, 12th July, 1921.)

British High Commission,
Constantinople,
29th June, 1921.

(No. 629.)

MY LORD,

WITH reference to Your Lordship's despatch No. 427 of the 9th of May, I have the honour to transmit herewith a memorandum by Mr. Ryan recording conversations with the Director-General of the Sultan's Civil List regarding the properties of the late Sultan Abdul Hamid in Mesopotamia and Turkish Imperial property generally.

2. It is quite clear from the Director-General's statements that the Turks themselves are very much at sea as to the whole question. Your Lordship will observe that it is at present under consideration at the Porte. The Sultan himself is in a peculiarly difficult position in the matter. If he admits the contention of his nephews and nieces, the children of Abdul Hamid, that the vast properties acquired by the latter during his reign were that monarch's personal property, he is faced with a dissipation of the Imperial patrimony. If he regards it as Civil List property, then under the Treaty of Sèvres as it stands at present, large portions of what he regards as the Imperial patrimony will pass to the authorities responsible for territories detached from the old Ottoman Empire. This explains the Director-General's inquiry as to whether a composition with His Majesty's Government would not be possible.

3. As regards the documents specifically asked for in paragraph 3 of Your Lordship's despatch under reference, I would offer the following observations:—

(*a*) I am unaware of the existence of any law transferring any property from Abdul Hamid's personal ownership to the Civil List. You will observe that it is a moot question whether any real property inherited or acquired by a reigning Sultan, and not alienated during his lifetime, can be regarded as his purely personal property.

(*b*) I have been unable to discover any published record of the Irade referred to in the Council of Ministers' minute of September 1/14, 1908. It is quite possible that the Irade ceding the properties to the State may have been a verbal one, the only record of which would have been a letter from the Sultan's First Secretary to the Porte.

(*c*) The Irade of April, 1909, does not appear to have been published. The only copy which I have been able to obtain is one supplied by Mr. Maitland Edwards. I enclose a rough translation in English, which I will have checked carefully, if I find that the text can be regarded as authentic. I have not obtained, up to date, any copy of the Schedules attached to this Irade or to that of September, 1908.

4. I have set on foot enquiries as to the possibilities of obtaining confidentially further documents, notably those at (*b*) and (*c*) of the preceding paragraph, and the Schedules attached to the Irades of September, 1908, and April, 1909. I hope to report the result of these enquiries at an early date. It would of course be possible to demand the necessary documents officially from the Porte, but I doubt whether this would be opportune at the present time.

5. Your Lordship will not fail to have noticed various weak points in the arguments put forward by the Central Mining and Investment Corporation, Limited. Apart from the fact that the Imperial Family are *not* descended from the Prophet, it is quite clear that the claim of the children of Abdul Hamid is inimical to the interests of the Sultan-Caliph, who is the head of their house. It is also evident, if I am right in supposing that there would be no question of dividing among the Allies properties changing hands under Article 240 of the Treaty of Sèvres, that the rights claimed by the children of Abdul Hamid conflict with the interests of the future administration of Mesopotamia.

6. I venture to suggest that considerable circumspection is required in dealing with the endeavours which are being made to create foreign interests in the properties in question. It is of course undesirable that non-British commercial groups should acquire an interest in the properties of Abdul Hamid in Mesopotamia, especially as an argument might be founded on the strict wording of Article 240 of the Treaty of Sèvres, which speaks of properties registered "in the name of the Civil List." At the same time it would be equally undesirable to recognise without very careful consideration claims founded by British groups on the alleged rights of the children of Abdul Hamid, which may be contrary to the interests of the future administration of Mesopotamia.

7. I regret to be unable to furnish Your Lordship with a more satisfactory report on this subject. It is surrounded with difficulty owing to the uncertainty felt by the Turks themselves, and the presence of urgent political business has made it even more difficult than it would otherwise be to probe it to the bottom. I would suggest that advantage should be taken of Mr. Ryan's approaching leave to discuss the matter personally with him in London. He expects to be there in the latter part of July. As he will be staying a few days only, it would be convenient if he could be told beforehand with what member of the Foreign Office he should place himself in communication.

I have, &c.,
FRANK RATTIGAN,
Acting High Commissioner

The Right Honourable
The Earl Curzon of Kedleston, K.G., P.C.,
&c., &c., &c.

MEMORANDUM BY MR. RYAN.

I had two conversations with Emin Bey, Director-General of the Civil List, regarding the properties of Sultan Hamid. I explained frankly to Emin Bey our interest in the matter, and said I was not asking him to tell me anything which might prejudice the Sultan's interests, but that I would welcome any information which he could properly give me, with a view to elucidate the very complicated questions at issue. The following is the gist of what Emin Bey told me.

2. The present administration of the Civil List dates from the time of Reshid Pasha, who was anxious to put the arrangements for the Imperial possessions on a sound basis. This has never been really achieved. The Civil List is not a Civil List in any European sense, nor can the tenure of properties administered by it be assimilated to European conceptions.

3. So long as the Sultans were absolute monarchs, as they were until quite recently, questions like the present could not and did not arise. The position had been hitherto in practice that the whole of the Sultan's real property passed *ipso facto* to the successor on a demise of the crown. Such property is in principle inalienable. If for special reasons it is desirable to dispose of part of it, the rule is that the

part so disposed of has to be replaced by an equivalent. In what follows I will for convenience refer to such real property as the Imperial patrimony, though Emin Bey did not use that term.

4. The Sultan's income is made up of revenues from this Imperial patrimony, and allowances from the Treasury. This income is in the reigning Sultan's free disposal. There is nothing to prevent his devoting part of it to the purchase of real property and presenting such real property to whomsoever he pleases. If, however, he should purchase real property out of income and not give it away, it merges in the Imperial patrimony and passes to the new Sultan with the rest on a demise of the crown.

5. All this is simply a matter of ancient custom, and of late years innumerable questions have arisen as to rights claimed by members of the Imperial Family. The children of Abdul Hamid claim that vast properties acquired during his reign belonged to him personally and should pass to his heirs. They rely *inter alia* on special title deeds which he had drawn up and which provide for distributing at his death among his children. Even if the property in question did belong to him personally this would have been, according to Emin Bey, an irregular disposal of it, as it amounts to a testamentary disposition, which is not admissible. The children of earlier Sultans are now also putting forward claims. Individual members of the family moreover claim to regard the properties assigned for their residence as belonging to them personally. In our first conversation Emin Bey compared the patrimony of the Sultans to a Wakf of which the Sultan was custodian. In our second conversation he did not revert to this theory, but said that the present Sultan had a definite conception of the position. According to his conception, the Sultan holds the patrimony in his own name, but for the benefit of the whole family of whom he is the head and natural guardian. He is bound to provide for their needs, but they cannot claim individual ownership of portions of the patrimony.

6. As regards the cessions to the Treasury of Civil List property, Emin Bey drew a distinction between the session of September, 1908, and that of April, 1909. The properties forming the subject of the first session were tracts of country in which Abdul Hamid had created settlements. The settlers were given title deeds conferring ownership. These title deeds were issued at the Civil List, but in the name of the Land Registry Department. The effect was that the settlers paid tithe and other taxes, but paid them to the Civil List and not to the State. This was an *imperio in imperio*, Emin Bey said, and could not be justified. The effect of the cession of September, 1908, was not to divest the settlers of their titles, but to transfer the taxes to the State. The cession of April, 1909, on the other hand, was a session of properties from which the Sultan derived income not in the nature of taxes, but of rent and such like. According to Emin Bey, the retrocession of January, 1920, could in reality affect only the second category. I pointed out that the retrocession specifically mentioned all properties covered by the cessions of 1908 and 1909, but this did not move him from his statement.

7. Emin Bey could not give me any information as to any act of the post-constitutional Government expropriating Abdul Hamid's personal possessions, nor have I been able to trace any such act otherwise.

8. I understood Emin Bey to admit that the Sultan could possess in his own person movable property in which his heirs would have rights. He also seemed to admit that if a Sultan became the owner of real property before his accession, such property would not merge in the patrimony, but would pass to his heirs. He however pooh-poohed the idea that Abdul Hamid had before his accession any important real property of his own.

9. I gave Emin Bey every opportunity of offering me copies of the schedules of properties attached to the Irades of 1908 and 1909, but he did not rise in any way. Owing to the nature of our conversation, which was friendly and intimate, I could not press him on this point, I hinted that we might ask the Porte for them officially. He did not demur to this, merely stating that the Government was in possession of the lists.

10. Emin Bey was very strong on the point that the position was regulated by ancient custom and that general rules of law did not apply. He confessed that the Civil List was involved in inextricable difficulties. He said that the whole question had been referred to the Porte, and that nothing but a definite decision of the Porte could straighten matters out. As regards titles to Civil List property, he said there was no settled practice. Some properties stood in the name of the Civil List, some stood in the individual names of Sultans. Concessions had been given to the Civil List for concessions. Some properties, *e.g.*, the Dolma Baghtché Palace had no registered title at all.

11. Emin Bey was also very strong on the point that European conceptions did not apply and that the patrimony of the Sultans was in reality the property of the whole Imperial House. He sounded me as to whether, in the case of the Mesopotamian properties, His Majesty's Government might not be induced to recognise special rights of the Sultan and Imperial Family and consent to some composition not so unfavourable as would be involved in a complete loss of all the properties in transferred territories.

Constantinople,
28th June, 1921.

COPY OF THE IMPERIAL IRADE OF THE LATE SULTAN RESHAD DATED REBI-UL-AKHER 18TH 1327—THE 21ST NISSAN 1325 (3RD MAY, 1909) CONCERNING THE CESSION AND THE TRANSFER TO THE TREASURY OF THE PROPERTIES AND GROUNDS BELONGING TO THE LATE SULTAN ABDUL HAMID II.

The Imperial Irade of His Majesty the Sultan has been published on Your Teskereh No. 2, dated Rebi-ul-Akher 11th, 1327 and has also been communicated to the Sublime Porte, the object of the Irade being to cede and to transfer to the Government,

(1) the properties, grounds, farms and mine concessions described in the list prepared by Your Ministry, which are incorporated in and form one with the Imperial properties (Emlak-i-Séniyé) and which have been registered in the name of the ex-Sultan since 1293 (1876).

(2) the Bagdad and Basra steamers,

(3) the Shirket-i-Hairié of Salonica,

(4) the Central Administration of the quay which is in process of construction at Kadikeuy, and

(5) the officials at present employed in the Vilayets.

The object of the Irade is, further, to examine and reorganize matters in such a way as to secure the following objects.

(*a*) protection of the interests of the children's hospital and other benevolent and religious institutions which have been administered up to the present from the revenues of the Imperial properties and the transfer of these institutions to a beneficial Government Administration,

(*b*) payment by the Government of the regular and floating debts due by the Civil List to certain banks, merchants and shopkeepers up to the 13th of April 1325 (26th April, 1909),

(*c*) payment also by the Government of the arrears due to officials and employees,

(*d*) means of subsistence in accordance with the regulations for persons retired by the Government Administrations, such as officials, scribes and messengers whose retirement becomes necessary in the ordinary course of events, and

(*e*) the provision of suitable posts for those who deserve them.

[39499/21]

Appendix C.

MR. A. RYAN to FOREIGN OFFICE.

(Received in Colonial Office, 9th August, 1921.)

MEMORANDUM.

PROPERTIES IN MESOPOTAMIA CLAIMED BY THE DESCENDANTS OF SULTAN ABDUL HAMID II.

SINCE drafting the last Constantinople despatch on this subject (Mr. Rattigan's No. 629 of 29th June,*) I have had an opportunity of conferring with Mr. Weakley and members of the Mesopotamia Department of the Colonial Office. In the interval,

* Printed as Appendix B.

I had obtained copies of certain documents supplementary to those in the possession of the High Commission, when that despatch was drafted.

2. These documents are as follows :—

(*a*) Instructions, undated, regarding the general duties of the Council of Administration of the Civil List. I attach a summary in French (Enclosure I). This document throws no light on the constitution and essential character of the Turkish Civil List Administration. I am assured that no public documents exist regarding the creation and constitution of that Administration, the essential character of which must therefore still be considered obscure.

(*b*) A letter from the Sultan's First Secretary to the Grand Vizier, dated 27th August, 1324 (9th September, 1908), arising out of the first cession of Imperial property to the Treasury. This letter covered the same ground as the Minute of the Council of Ministers, enclosed in Sir H. Rumbold's despatch No. 1498 of 7th September, 1920, being in fact the letter which formed the subject of the deliberations recorded in that minute. The letter of itself adds nothing to what we already know from the minute and is not worth submitting in a separate translation. It, however, has attached to it a Schedule of properties affected by the first cession, which is valuable. I attach a translation of this Schedule (Enclosure II). The form of it tends to bear out the account given of that cession by the Director-General of the Civil List, *i.e.*, roughly speaking, that it was revenue rather than actual property which was being made over by the Sultan to the State.

(*c*) A letter from the Sultan's First Secretary to the Grand Vizier dated 20th April, 1325 (3rd May, 1919) [?1909], embodying the Irade relative to the second cession of Imperial property to the Treasury. This corresponds closely to the version of the Irade given in Mr. Rattigan's despatch No. 629 of 29th June. I attach a careful translation, with a translation of the list of properties ceded to the Treasury under this Irade (Enclosures III and IV).

3. I obtained these documents privately from a particularly trustworthy source. I am anxious not to compromise my informant, and would beg that no public use should be made of the documents without reference to me. The translations in Enclosures II, III and IV, have been carefully made. The originals bristle with technical terms, implied distinctions, and proper names, which make it difficult to guarantee complete accuracy in the translations without a good deal of further investigation, but they may be regarded as accurate enough for present purposes. It will be observed that the two Schedules of ceded properties are very cursory and in some respects slovenly.

4. My informant states that there were no other legal instruments dispossessing Abdul Hamid or the Civil List of property or personal effects. This, if correct (and I have no reason to doubt it), is important, though the absence of such instruments does not seem to have prevented the Young Turks from making free with certain effects not included in the two formal cessions, *e.g.*, Abdul Hamid's jewels (*see* paragraph 9 of Sir H. Rumbold's despatch No. 1498 of 7th November, 1920).

5. Nothing that has been disclosed up to date weakens my personal opinion that the Mesopotamian Administration is entitled to rely on the fact that when the occupying authority took over the administration it found the properties in Mesopotamia affected by the two cessions in the possession of the Turkish Government in virtue of acts which were at any rate *prima facie* valid. The new Administration succeeds to the rights of the Turkish Government, and presumably to any definite obligations incurred by the Turkish Government in respect of the properties. If the descendants of Abdul Hamid claim (*a*) that one or both of the two cessions were invalid and that rights founded on them are vitiated, and (*b*) that the properties now in question or other properties which we regard as belonging to the Civil List really belonged to Abdul Hamid personally, it is up to them to establish their case by recourse to the competent courts. The questions at issue appear to me to be too complicated to be settled with certainty by administrative authority, but as regards (*a*) the Mesopotamian Administration seems to me to be on strong ground. As regards (*b*) questions arise which are very difficult and perhaps impossible of solution owing to the uncertainty surrounding the essential character of the Civil List, and the impracticability of establishing any clear principles which can be said to have governed Imperial property when the Sultans were absolute monarchs.

6. While taking the above view, I should not like to assume too confidently that the result of legal proceedings would necessarily be averse to the contentions

of Abdul Hamid's descendants. I cannot therefore ignore a certain element of danger, if they should transfer the rights which they claim to non-British interests, but it seems to me preferable to face any danger of this sort rather than submit to the inconveniences which would be entailed by hasty recognition of rights claimed to have been acquired from them by British groups.

7. In this last connection, I would point out that the enclosures in Foreign Office despatch No. 427 of 9th May are full of inaccurate or doubtful statements. It is not worth while to traverse these in detail, but it is important to use great care in dealing with the contentions put forward by the Central Mining and Investment Corporation, Limited, or reproduced by Commander Muirhead Gould. In particular, I know of no ground for the suggestion that the retrocession to the Civil List in 1919 implied a recognition by the Turkish Government of the invalidity of the cessions of 1908 and 1909. I have not seen any *exposé des motifs* of the decree by which it was sought to effect the retrocession (it was in any case from our point of view invalid), but the decree itself on the face of it merely reverses by a sovereign act the consequences of previous acts. There can be little doubt that the real object in 1919 was to attempt to save the property from falling into the hands of the Allies, at a time when it was probably not realised that Civil List and State property would fare alike under the Treaty.

8. Finally, I would observe that if any question should arise of mitigating the severity of the Treaty of Sèvres in regard to Imperial property in the detached provinces, I should much prefer to see relief afforded to the Sultan and through him the Imperial Family as a whole, rather than see doubtful rights of individual princes and princesses favoured. To my mind, it would be much sounder politically to say, "There are Civil List properties, but instead of simply expropriating them, we will compensate the Turkish Imperial House or make an allowance out of the revenues"; than to say, "We are ready to believe that these are not Civil List property at all, but belonged personally to such and such a Sultan; so we will respect any individual title derived from that Sultan by personal inheritance."

ANDREW RYAN.

31st July, 1921.

Enclosure 1.

Summary Translation.

INSTRUCTIONS SUR LES ATTRIBUTIONS GENERALES DU CONSEIL D'ADMINISTRATION DE LA LISTE CIVILE.

Le Conseil surveillera sur les revenus, dépenses, achats, constructions, &c.

Au commencement de mars de chaque année, il préparera le budget général et le présentera au Ministère de la Liste Civile pour être soumis à la Sanction Impériale.

Il contrôlera chaque année le compte des fermes et il prendra les mesures nécessaires pour l'augmentation de leurs revenus. Aussi, il va procéder, chaque trimestre, à l'examen des fabriques en vue d'améliorer leur état.

Il inspectera les fermes données en affermage.

Il sera autorisé d'affermer les fermes pour une période de quatre à dix ans.

Sur l'ordre du Ministère de la Liste Civile, il aura le droit de dépenser pour les reparations, &c., des sommes ne dépassant pas 5,000 piastres.

Le Conseil fera dresser les plans des propriétés appartenant à la Couronne et procédera à l'enregistrement des propriétés sur une base solide.

Il aura le droit d'acheter, selon l'échantillon, tout le matériel nécessaire aux fabriques, fours, dépôts, &c.

Sur l'autorisations du Ministère de la Liste Civile, il pourra nommer et déstituer des fonctionnaires et des ouvriers dans les fabriques, dépôts et fours et augmenter ou réduire leurs salaires.

Il fixera les prix des articles préparés dans les fabriques.

Il demandera la réprimande ou la destitution des fonctionnaires, dont les irrégularités à les abus seront constatés par le Conseil, après examen.

Il choisira les ingénieurs, les architectes et les employés et il fixera leurs salaires.

Il achetera aussi le matériel de construction.

Enclosure 2.

Translation (*see* paragraph 3 of covering memorandum).

SCHEDULE OF REVENUES ACCRUING FROM PROPERTIES AND LANDS ABANDONED AND CEDED TO THE TREASURY.

	Ltq.
Total revenues of farms under the Yanina Administration	20,000
Total revenues of farms under the Berat Administration	10,000
Total revenues of farms under the Durazzo Administration	10,000
Villages and agricultural land other than forests under the Firedjik Administration	19,600
Villages and agricultural land other than forests under the Baba-i-Atik Administration	16,000
Revenues of forests and villages not including pasture land of Inegeul	9,577
Farms, villages and lands of Nassiriye, Hauran, Safed, Zor-Ez-Zerka and Tchize, and the Havle marshes under the Administration for Syria	44,000
Villages and forests under the Ak Keupru Administration	5,050
Revenues of villages under the Baltadji Administration in the Yalova district	3,000
Total revenues of the villages and forests under the Ismid Administration	500
Villages, agricultural and communal forests (baltalik) under the Tchatalja Administration	3,000
The borough of Mintch and the lands of Hamer in the Aleppo Administration, with all imposts and Miri charges	48,700
Total revenues of villages, agricultural lands and winter pastures (Kishlak) belonging to the Cavalla Section of the Salonica Administration	13,700
Total revenues from moukataas, excepting the moukataas of Djeare, Abu Charib, Mahmoudie, Musseyeb, Mehrout, Dedjil, Djerbouiye and its dependencies, in Bagdad Administration	85,750
*Mukataas in the Amara Administration (exclusive of the Basra palm-groves and the Mukataas of Hatchla (? Djumla) Djerib, the lands of Ada-i-Saghir and Saboundji Zade, situated in the Hatchle (? Djumlé) branch of the River Tigris at Amara, the lands of Behasse Adjil Essaad, Shatt and its dependencies Kelilé, Meshrah and its dependencies Djibe, Mighriye and Ebter), as well as the properties, lands and palm-groves at Djezair Houri and in the sandjak of Nejd	41,700
All villages, fields, forests, &c., under the Mosul Administration ...	54,300
Miri charges on the lands and agricultural land under the Jerusalem Administration	1,000
The olive groves in the sandjak of Benghazi (groves from which it is anticipated that considerable revenues will be obtained in the event of attention being devoted by the Ministry of Finance to their development, but which it has not been possible for the Civil List to find either means or time to develop)	
The Miri share of the Aidin farms	18,470
The Wakf forest only of Alemdagh (to be controlled as before so far as ownership is concerned by the Evkaf)*	—
	Lt.404,347

All Miri dues and charges forming part of the revenues derived from moukataas, forests and other properties which are the subject of exceptions in the present list and all revenues of every kind derived from the other properties are without exception abandoned.

12th Shaban, 1326.
— 7th September, 1908.
26th August, 1324.

L. S. CHANNES SAKIZLI,
Minister of the Civil List.

* Translation doubtful.

Enclosure 3.

Translation (see paragraph 3 of covering memorandum).

*PRIVY IMPERIAL IRADE CONCERNING THE TRANSFER TO THE TREASURY OF PROPERTIES LANDS, MINES, &C., CONVERTED INTO AND INCORPORATED IN THE IMPERIAL PROPERTIES (EMLAK-I-SENIE) IN THE NAME OF SULTAN ABDUL HAMID.

Letter presented to the Grand Vizierate by the First Secretary's Department of the Imperial Palace.

An Irade of His Imperial Majesty the Sultan has been issued ordering:—

The abandonment and cession to the Government of the properties, lands, farms, mining concessions converted into and incorporated in the Imperial properties since the year 1293 in the name of the ex-sovereign, together with the Bagdad-Basra steamers, the Shirket-i-Hairié of Salonica, the quay in course of construction at Kadikeuy;

The reorganisation after due examination with a view to the protection of their interests, of the children's hospital and other charitable institutions and religious foundations which have hitherto been administered by means of the revenues of the Imperial Properties and their good administration by the Government;

The payment by the Government of the founded and floating debts incurred by the Civil List towards certain banks, merchants and business men up to 13th April, 1325, and of the arrears of salary due to officials and employees;

The making of provision in accordance with the system applicable to persons in Government Departments placed *hors cadre*, for officials, clerks, and servants at present employed whose dismissal will naturally be necessary and the employment in suitable capacities of those who merit it.

A list of places constituting ancient Imperial properties, the retention of which by the Sultanate is natural, is also submitted herewith for information.

(Formal Conclusion).

13th Rebi-ul-Akher, 1327.
— 2nd May, 1909.
20th April, 1325.

HALID ZIA.
1st Secretary of H.I.M. the Sultan.

Enclosure 4.

Translation (see paragraph 3 of covering memorandum).

PROPERTY AND ESTATES IN CONSTANTINOPLE AND THE PROVINCES BOUGHT BY THE EX-SOVEREIGN AFTER 1293.

The " Akarets " at Beshicktash.
Shops at Tophané.
The " Hekim Bashi " and " Tchavoush Bashi " farms.
Farm and forest at Beicos bought from Abraham Pasha.
The Kourbaghil Dere Imperial Farm.
Properties, estates and forests within the administration of Salonica. Revenues accruing to the Civil List from the quays of Salonica.
The rents of the " *dalians* " with the exception of the fishery tax, within the administration of Salonica and Feredjik.
The baths at Yalova and the Baltadji farm at Yalova.
Farms in the Aidin Vilayet and their dependencies.
Farms at Yeni Shehir.
Revenues accruing to the Civil List from forests and olive groves at Feredjik and Baba-i-Atik.
Properties in the sandjak of Jerusalem.
Imperial farms, their dependencies, and *dalians* at Aleppo. Farms of Hama, Home and Boysan in Syria with their dependencies.
Palm-groves at Basra.

* The original of this is a technical expression, the precise effect of which I have attempted to render by the word " Privy." It is of no particular importance.—(Translator's Note.)

At Amara the " moukataas " of Djumle Djerib, Ada-i-Saghir, Yehasse Shater and Kelile, its dependencies, Mashrah and the dependencies Djebisee Mefrebe, Ebter on the Djumla river area of the River Tigris, together with the lands of Saboundji and Adjil-us-Saad.

At Bagdad, Djeare, Abu Clarib, Mahmoudie Musseyeb, Mehrout. Dedjil, Harbouiye and its dependencies.

Estates and plots of ground at Medina. Basra-Bagdad shipping administration. The quays and port of Haidar Pasha-Kadikeui.

The mines at Tashos.

Bagdad and Mosul oilfields (petroleum) mineral waters at Kara Hissar.

The Shirket-i-Hairie-i-Osmanie at Salonica (Steamship Company).

[1753/21-22.]

Appendix D.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11th January, 1922.)

(No. 127.)

SIR, The Residency, Baghdad, dated 15th December, 1921.
19th

WITH reference to my despatch dated 25th November 1921, No. 82,* and in reply to your despatch No. 82 of 20th May, 1921,† I have the honour to transmit as requested in Foreign Office letter of 12th May, 1921,‡ a complete list in triplicate of Abdul Hamid's former property in Mesopotamia showing, in all cases where the information is available, the dates of the title deeds and the amount of the purchase price paid. You will appreciate that the compilation of this list has proved a work of considerable magnitude and it has been impossible to complete it at an earlier date.

With regard to question (*b*) in the Foreign Office letter of 12th May, 1921, so far as is known and believed no property is still registered as being in the personal possession of Abdul Hamid. It is, however, impossible to state this definitely for the Kirkuk area the records of which are not in our hands, but in view of the fact that in all the surviving registers Abdul Hamid's property has for some time been registered in the name of the Treasury or Government, it seems probable that the same procedure has been followed in the lost registers.

As regards question (*c*), I regret that I have been unable to trace any documents bearing on the original bestowal in 1888 and 1898 of the oil-fields in the two Wilayats of Mosul and Baghdad by the ex-Sultan Abdul Hamid on his Civil List.

I have, &c.,

P. Z. COX.

High Commissioner for 'Iraq.

[22384/23.]

Appendix E.

PALESTINE.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 2.20 a.m., 4th May, 1923.)

TELEGRAM.

(Paraphrase.)

No. 149 of 3rd May. After the revolution in Turkey instructions were issued from Constantinople to the effect that in official registers entries of properties registered in the name of the Sultan were to be corrected by substitutes (?substituting) for his name that of the Turkish Treasury.

* 60964/21 : not printed. † 23580/21 : not printed. ‡ Printed as Appendix G.

In Palestine the registers show that this correction had not been completely effected at the time of the occupation of the war zone. At that time there were properties known and treated as Mudawara. In some cases these were registered in the name of the Sultan and in other cases in the name of the Treasury. In order to ensure that the Palestine Government do not lose their title to lands remaining registered in the name of the Sultan or Civil List, and do not fail to acquire a title to land registered in the name of the Treasury or other Department of State, Article 65 of the draft treaty handed to the Turkish delegation by the Allies at Lausanne should, in my opinion, contain a renunciation by Turkey " of property and possessions registered in the name of the Sultan or of the Civil List or belonging to or registered in the name of the Turkish Empire or any department thereof."

The foregoing refers to your telegram 2nd April No. 104.*—SAMUEL.

[13590/22.]

Appendix F.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1., 21st March, 1922.

I AM directed by the Marquess Curzon of Kedleston to refer to the letter from this Department of the 17th January,† enclosing a copy of a despatch from His Majesty's High Commissioner at Constantinople, relative to the claim of the heirs of the late Sultan Abdul Hamid to the oil concessions in the Bagdad and Mosul Vilayets.

2. The question of this claim was discussed by Mr. Ryan at an informal conference held on the 8th ultimo with Major Young and Mr. Bullard of the Middle East Department of the Colonial Office, when the latest developments, as reported in Sir H. Rumbold's despatches referred to in the previous paragraph were fully examined, but in view of it being necessary for the adoption of a definite line of policy in regard to these claims, it may be useful to place on record the general aspects of the question in view of the request of Sir H. Rumbold to be furnished with instructions as to the attitude he should take up, if the matter is again brought to his notice by the Turkish authorities.

3. In a memorandum of the 31st July, 1921,‡ a copy of which was forwarded to your Department in the letter from this office of the 8th August, 1921,§ Mr. Ryan pointed out that cessions of property by the Civil List in favour of the Turkish Ministry of Finance were made under two separate acts or firmans.

4. The first act of cession is recorded in a firman dated the 26th August 1324 (8th September, 1908), that is, during the period Abdul Hamid was still the reigning sovereign. The immediate object of this firman was to sanction certain transactions in connection with the ceded property, and it is possible that the actual cession had been the subject of an earlier Irade. In any case the firman of August the 26th is a clear record of cession.

5. The second, dated the 20th April 1325 (2nd May, 1909), was issued during the first year of the reign of Abdul Hamid's immediate successor, Mehmed Reshad.

6. The first act had for its real effect the cession of revenues which the Civil List derived from certain properties, rather than an alteration in the tenure of the actual property. The reason for this is that the properties acquired by Abdul Hamid were parcelled out to colonists who received title deeds from—and paid taxes to—the Civil List and not to the State, and the benefit derived by the State from the cession was that the revenue which the Civil List received by such taxation became payable to the State in virtue of the cession without disturbance of the colonists' title deeds.

7. The properties and the amount of the estimated revenue derived from them, are shown in the enclosure 11, attached to Mr. Ryan's memorandum already referred to, and it will be noted that the list includes a number of properties situated in the Basra, Bagdad, and Mosul Vilayets, as also in Palestine.

8. The second act or firman issued by Sultan Mehmed Reshad, relates to the transfer from the Civil List to the Ministry of Finance, of actual properties, mines, lands, &c., converted into (and incorporated in) the Imperial properties since 1875 in the name of Abdul Hamid. These properties are shown in enclosure IV of Mr. Ryan's memorandum, and include properties in the Basra and Bagdad Vilayets, as also the oil-fields in Bagdad and Mosul, besides property in Palestine.

* 14862/23: not printed. † 2525/22: not printed. ‡ Printed as Appendix C.
§ 39499/21 : not printed.

9. It should be mentioned that the first cession took place shortly after the revolution of 1908, but while Abdul Hamid was still on the throne. It was done under his authorisation, but whether such authorisation was given under constraint or by free will it would be hard to determine, nor does the manner in which the cession was effected appear to affect the case as far as His Majesty's Government or the 'Iraq Government are concerned.

10. Abdul Hamid was deposed in the year 1909 and was practically kept a prisoner by the Union and Progress party,—the party in power—until the time of his death in February, 1918. While there is no information to show what provision was made by the Turkish Government for the maintenance of the deposed Sultan, there can be little doubt that he must have ceased to exercise any control or have had any claim to any part of the Imperial patrimony administered by the Civil List after his deposition.

11. From the details which appear in the list of the Civil List properties which formed the enclosure to your letter of the 17th January,* and which is now returned herewith, it is observed that a considerable number of properties in 'Iraq stood originally on the land registers in the name of the "Daireh Saniyah" but was subsequently registered in the name of the Turkish Treasury in accordance with Treasury instructions dated the 3rd Kianun-i-Sani 1325 (3/15 January, 1910) and the 23rd Haziran 1326 (June 23/5 July, 1910) and that in some cases this re-registration was effected in the year 1328 (1912).

12 It is understood that the "Daireh Saniyah" is a local name for the section of the Civil List which dealt with the properties acquired during the Sultan's reign. It cannot therefore be assumed from this that these properties belonged to the Civil List in the same way as the older Imperial properties, as the organisation which dealt with the former, though grafted on the Civil List administration, was a special organisation. On the other hand, it would appear that as far as can be ascertained the official registers of 'Iraq contain no record of any property expressly described as being held in the personal name of the ex-Sultan Abdul Hamid.

13. In regard to the oil concessions in the Mosul and Bagdad Vilayets, it is understood that no record of them has been traced in the local registers. They are however, mentioned in the second firman of cession of the 20th April 1325 (2nd May, 1909). Besides this firman, the Grand Vizier's note of the 28th June, 1914, addressed to His Majesty's Ambassador, affirmed, in a definite manner, the actual ownership of the Turkish Treasury to the oil-fields, and the whole claim of the Turkish Petroleum Company to those oil-fields reposes on the declaration made in that note. It is on that ground that the claim has been upheld by His Majesty's Government.

14 In the matter of these concessions, His Majesty's Government have taken up a definite attitude in regard to the claim of the heirs to those concessions, namely, the attitude that the Turkish Government had already before the war represented itself as the owner of those concessions and had consented to lease them to the Turkish Petroleum Company. The question of the heirs' claim to properties other than the oil concessions might be considered to be on another footing.

15. It would not seem to be possible, however, to draw any distinction between the two kinds of property seeing that the validity of the transfer from the Civil List to the Ministry of Finance of all the properties which include the oil concessions is a vital link in the chain of the Turkish Petroleum Company's claim.

16. It has been suggested that the ground on which a distinction might be made between the oil concessions and other property is that in many cases the title deeds in respect of the other properties were made out in the name of Abdul Hamid and his heirs. Given, however, the position of Abdul Hamid as an autocrat on the throne of Turkey and the fact that he entrusted these properties to the Civil List, it appears doubtful as to whether the heirs would succeed in persuading any tribunal that the wording of the title deeds sufficed to exclude the rights of the Turkish Government.

17 If the existing provisions of the Treaty of Sèvres relating to Turkish Government property remain unaltered in the final treaty of peace with Turkey, peace will be made with the Turkish Government on the footing that, whatever rights the Sultan or the Turkish Government may have in those properties will pass to the government of the ceded territory, in this case, the 'Iraq Government. The Turkish Government can have no valid ground for assuming that any change will be made in these respects. If the heirs, therefore, consider that they have a good claim to any of the properties, it is one which they must make good in the courts of the country in which the properties are situated, and in any case it would seem that as the burden of proof will rest wholly upon the heirs, it would appear advisable

* 1753/21/22: not printed.

that no action should be taken in the matter by His Majesty's High Commissioner at Constantinople, and that the attitude to be adopted by His Majesty's Government and the 'Iraq Government is to await any action which the heirs may think it necessary to take in the matter.

18. I am to enquire whether Mr. Secretary Churchill concurs.

I am, &c.,
LAUNCELOT OLIPHANT.

[23580/21.]

Appendix G.

FOREIGN OFFICE to COLONIAL OFFICE.

Foreign Office, S.W.1, 12th May, 1921.

SIR,

WITH reference to the India Office letter of the 7th January, relative to the properties in Mesopotamia of the late Sultan Abdul Hamid, I am directed by Earl Curzon of Kedleston to transmit the accompanying copies of a letter from the Central Mining and Investment Corporation, Limited, and of a despatch to His Majesty's High Commissioner at Constantinople regarding oil concessions in Turkey.

2. India Office letter of the 4th November transmitted to this Department a copy of a despatch dated 18th September from the Civil Commissioner, Baghdad, on this subject and with reference to that despatch it is desired that, if possible, the following information may be obtained from His Majesty's High Commissioner for Mesopotamia:—

(*a*) Lists of Abdul Hamid's former property in Mesopotamia, showing how and when acquired and the purchase price paid.

(*b*) List of properties, if any, still registered as being in the personal possession of Abdul Hamid and therefore possibly open to a justifiable claim by his heirs.

(*c*) Any documents that may bear on the original bestowal in 1888 and 1898 of the oil-fields in the two vilayets of Mosul and Baghdad by the ex-Sultan Abdul Hamid on his Civil List.

3. A copy of this letter is being sent to His Majesty's High Commissioner at Constantinople.

I am, &c.,
C. G. FORBES ADAM.

1, London Wall Buildings,
London, E.C.2, 11th April, 1921.

MY LORD,

Oil Rights in the Vilayets of Moussul and Bagdad (Mesopotamia).

1. It is no doubt within Your Lordship's knowledge that a Group consisting of the Central Mining and Investment Corporation, Limited, Messrs. L. Hirsch and Co., and others, has been carrying on negotiations for some considerable time in connexion with the oil rights in the Vilayets of Moussul and Bagdad.

Representatives of the Group had interviews with Sir John Tilley and Mr. E. Weakley at the Foreign Office on the 6th December last, and a further interview with Mr. Weakley at a later date. The object of these interviews was to keep the Foreign Office fully informed of the steps that were being taken and of the appreciation of the Group of the desirability of keeping these oil rights under British control, particularly in view of private negotiations known to be proceeding on the part of American financiers to acquire the rights of the heirs of the late Sultan Abdul Hamid referred to.

At the first interview a short memorandum was handed in setting out the Group's claim to the whole of the oil rights in the two Vilayets. At that time, as stated in the memorandum, the Group held the Powers of Attorney of and legally represented 17 heirs of the late Sultan Abdul Hamid out of the total number of 22 heirs The Group now holds the Powers of Attorney of and legally represents all of the 22 heirs, and holds a contract with them under which a Company will be formed to acquire such oil rights.

2. The attention of the Group has now been called to the correspondence between His Majesty's Government and the United States' Ambassador relating to oil rights in the new Mesopotamian State Territory recently published (Miscellaneous No. 10 (1921)).

The Group therefore feels it incumbent upon it to lay before you for your consideration certain points upon which the evidence before it leads to conclusions at variance with those set out in Your Lordship's despatch to the United States' Ambassador of the 28th February, 1921.

3. Put shortly, Your Lordship's despatch states that a Concession was duly granted to the Turkish Petroleum Company by the Turkish Authorities prior to the outbreak of war, and that therefore such Concession should be upheld as private property specifically safeguarded by Articles 311 and 312 of the Treaty of Sèvres. This conclusion is based upon certain premises which are not in accordance with the evidence before the Group, viz., that the Concessions for all the oil-fields in these two Vilayets had been bestowed by the ex-Sultan Abdul Hamid on his Civil List in 1888 and 1898, respectively, that such Concessions were transferred to the Turkish Ministry of Finance from the Civil List by firmans issued in 1908 and 1909 and that the Turkish Government had entered into an agreement with the Turkish Petroleum Company on or about the 28th June, 1914, to transfer such Concessions to such Company in return for consideration received.

4. If by the statement as to the transfer in 1888 and 1898, respectively to the Civil List is meant transfers to the ex-Sultan's Private Treasury, this statement is in accordance with the evidence before the Group; but it is observable that such Concessions were never transferred to the Civil List as contemplated by Article 240 of the Treaty of Sèvres, although it is possible that the Civil List at some time administered these as the Sultan's private property as well as State possessions under the practice of the Ottoman Empire. The Concessions in question were accordingly registered in ex-Sultan Abdul Hamid's name and remain so to-day.

The statement, however, that the firmans of 1908 and 1909 transferred these Concessions to the Turkish Ministry of Finance is not in accordance with the evidence before the Group; the wording of the 1908 firman signed by the ex-Sultan Abdul Hamid is very obscure and might be held to apply to revenues from the properties included therein or to the properties themselves and was for the purpose of raising £T1,000,000, which it is stated was never raised; but however this may be, a study of the list of properties annexed to the firman as being affected thereby shows that the Oil Concessions in these Vilayets were not included therein. The 1909 firman was a firman signed by Sultan Rechad purporting to confiscate the private property of the ex-Sultan and did include Mining Concessions; this firman according to the highest legal pronunciations and advice obtained in Constantinople was invalid as against the heirs of the ex-Sultan who definitely refused throughout to acquiesce in it. It is understood that it was the knowledge that no title could be founded upon such firman and the refusal of the ex-Sultan to acquiesce in it which rendered the negotiations by the Turkish Petroleum Company with the Ottoman Government so dilatory; and its invalidity was finally recognised by the Turkish Government by the firman in 1919 annulling the firman of 1909.

5. Such being the position it would appear that the Turkish Government were not able to grant or transfer any title to these Concessions before the war; and in whatever form the document may be upon which the Turkish Petroleum Company claim, and which is variously described in paragraphs 3, 7, and 8 of your Lordship's despatch, it could not grant any legal title to these oil rights.

6. It is understood that the San Remo Agreement which is to have the support of His Majesty's Government is founded upon the alleged rights of the Turkish Petroleum Company and ignores the legal title of the heirs of the ex-Sultan Abdul Hamid The Group is advised that the ownership of that legal title which it now represents cannot but prevail over all other claims, of which it is believed their American competitors are also fully sensible, and it is prepared, either alone or in conjunction with others, to substantiate that title before any court which may be established to adjudicate upon the claims to private property in the Territory.

7. At the same time the Group feels that it would not be acting properly in the matter without laying before His Majesty's Government the important part which the legal title to the Concessions must play if the working and disposal of the products are to pass permanently under British control; but it may well be that, during the interval before such a court can be established and shall have finally adjudicated, overtures will be made to the Group from other quarters which we should not, from a business point of view, feel justified in disregarding if the recognition of the Group's

claims by the British Government is unduly delayed. We would therefore ask the honour of a personal interview with your Lordship at an early date when the Group's position in the matter could be more fully laid before you.

We are, &c.,

The Central Mining and Investment Corporation Ltd.

Director.

The Rt. Hon. Earl Curzon of Kedleston, K.G., G.C.S.I.,
Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.

(No. 427.)

Foreign Office, S.W.1, 9th May, 1921

SIR,

WITH reference to your despatch of the 7th November, I transmit to you herewith copies of the accompanying letter from the Admiralty and of a letter from the Central Mining and Investments Corporation, Limited, relative to the properties in Mesopotamia of the ex-Sultan Abdul Hamid.

2. With reference to paragraphs 5 and 6 of your despatch I would point out that the information furnished by the Central Mining and Investments Corporation, Limited, who are acting on behalf of the twenty-two heirs of the late Sultan, appears to bear out the contention (unfavourable to themselves) that the firman of the 21st April, 1325/4 May, 1909, confiscated still further private properties of Abdul Hamid from the Civil List to the State. In your despatch in question you state that the bearing of this firman had not been definitely ascertained.

3. I should be glad if you would obtain, if possible, copies of :—

(1) the law passed by the Turkish Parliament transferring these properties from the personal estate of Abdul Hamid to the Civil List;

(2*a*) the Irade referred to in the Council of Ministers' minute of 1/14 September, 1324/1908;

(2*b*) the Irade of 1909.

4. With reference to paragraph 10 of your despatch, you will doubtless furnish me in due course with any subsequent information that your enquiries may have elicited.

5. A copy of a letter to the Colonial Office on this subject is enclosed herein.

I am, &c.

(for the Secretary of State).

The Right Honourable
Sir H Rumbold, Bart., K.C.M.G., M.V.O.,
&c., &c., &c.

[47429/21.]

Appendix H.

LEGAL OPINION BY MR. A. SABONADIERE.

(Received in Colonial Office 22nd September, 1921.)

THE questions on which my opinion is desired, which arise as points of Muhammadan Law, appear to be first, whether the Sultan, or Khalifa, or Head of the State, can hold property as a private individual apart from the property held by him as Head of the State, and secondly, whether the Government of Turkey could confiscate private property under the Irade of 1909, and, if so, whether circumstances justifying such a confiscation had arisen in the present case.

I have consulted Grady's edition of Hamilton's "Hedaya 1870," the "Corps de Droit Ottoman," prepared by Mr. Young of the British Embassy at Constantinople, Oxford, 1905, and Saignette's translation into French of Khalil's "Droit Mussalman," a work of authority in French Africa. Also I have studied and applied Muhammadan Law in certain Civil matters for over thirty years, and am well acquainted with the general principles of Islamic Jurisprudence.

I have no doubt whatever that the Sultan or Khalif can hold private property apart from what he holds as Head of the State. This is no strange thing. It is well

known that Her Majesty Queen Victoria had much private property, and that she made a Will which was duly proved and acted upon. It would be amazing if, while this is possible under a system of Constitutional Law where succession to the Crown is by direct inheritance, it were not to be allowed under a system, that of Islam, where the Crown, or what corresponds to it, does not descend to the personal heir of a deceased monarch except by accident. Were Muhammadan Law to forbid the Head of the State to own private property the result would be to penalize anyone becoming Khalif by preventing him from making any provision for his widows and children. This would be repugnant to all principles of natural equity, once it be given that the prevalent system of law allows succession and inheritance at all. With the possible exception of Soviet Russia, all civilised countries do allow succession and inheritance. There is nothing in the Sacred Texts of Islam prohibiting the holding of private property by the Monarch. So he can own property privately in his capacity as an individual Mussalman. It must also be remembered that personal equality is one of the basic rules of Islam. The Khalif is merely the Commander of the Faithful, himself one of the Faithful and not an Outsider or Superior Being put in authority over them. His rights as a person are as great or as little as those of any other Muslim. I have no doubt at all that the personal property of the Prophet went on his death to his widows and daughter, and the residue of it, if any, to his nearest male agnate relations under the Muhammadan Law of Inheritance. Therefore his late Majesty Sultan Abdul Hamil II could lawfully hold property as private property of his own, and he could acquire such property by any lawful means, purchase, gift, inheritance, and the like, and could dispose of it while alive at his personal pleasure, and on his death it would devolve on his personal heirs and not on his successor in the Sultanate, just as the personal property of the Prophet devolved on his widows and daughter, and the residue on his brothers and uncles, not going at all to his successor Abu Bakr. To me it appears clear that when Sultan Abdul Hamid II granted concessions to, or purchased properties for, " my private Treasury," he was keeping whatever was so acquired strictly apart from the Appanages of the Crown. In fact there are words used in some of the firmans showing that on the death of the Sultan the properties and rights are intended to go to his personal heirs and not to his successor in the Headship of the State. Under these circumstances the management of these properties by the Department of the Civil List was clearly merely an administrative convenience, and in no way conveyed the property to the Crown as such. It remained the personal property of Abdul Hamid Khan, who at the time happened to be the reigning Sovereign. The same Department appears to have managed the properties of other members of the Imperial Family. It is most difficult to suppose that the Sultan retained certain lands for himself and transferred the mineral or oil rights in them to the State. The transfer undoubtedly was of the latent mineral or oil rights of the State to the individual Abdul Hamid Khan.

In Muhammadan countries Muhammadan Law is a religious rather than a secular institution. The acknowledged authorities, *e.g.*, the founders of the four schools known as those of Abu Hanifa, Malik, Shafi'i and Hanbal, rely only on the following sources of law. (See Wilson's Anglo-Muhammadan Law, 1895, p. 16.) (*a*) Some text of the Qurah directly in point. (*b*) Some duly authenticated tradition as to what the Prophet said or did. (*c*) Some evidence as to the unanimous opinions of the companions of the Prophet. (*d*) Some inference, by way of analogy or otherwise, from one or other of the above primary sources. Saignette in his introduction to Khalil says of the Quran " Il confondit en une seule chose l'Etat, la Religion et la Loi." It will be seen that the Doctors of Theology were pretty well bound to be also the Doctors of Law. At certain times a similar phenomenon has happened in Christian countries. In early days of British rule in India Pandits for Hindu Law and Maulvis for Muhammadan Law were attached to the Courts set up by the East India Company's administration. The Courts had usually to follow the opinions of these advisers. The Maulwis delivered " futwas " on Muhammadan Law. Criminal Law as then administered was Muhammadan Law subject to certain modifications. In Mr. J. D. Mayne's " Commentaries on the Indian Penal Code," 1884, p. 309, we find reference to a person convicted " by the Futwa," that is convicted in the futwa (transliterators in Turkey use the spelling " Fetwa ") pronounced by the Maulvis attached to the Court. In fact the opinion of a Maulvi of high reputation carries the same sort of weight in most Muhammadan countries as was attached to the " Responsa Prudentum " at one period of the history of Roman Law. The Grand Mufti or Shekh-ul-Islam at Constantinople is the head of all Doctors of Theology and Law. His opinion in a given case is absolutely authoritative for that case in Turkey, and possibly in some other Muhammadan countries. There is no going behind or beyond it in the case with which it deals. His pronouncement that the personal heirs

of his late Majesty Abdul Hamid Khan are entitled to succeed to these properties is the decision of the highest authority on Jurisprudence in Turkey.

I would here interpolate a suggestion which has occurred to me about the transaction by which his late Majesty, while still Sultan, transferred the revenues of certain properties to the Ministry of Finance which was to raise a loan of one million pounds to meet certain liabilities of the Civil List. The English Law of Mortgage is by no means exhaustive of the various methods of hypothecating immovable property known in the civilised world. In India a very common form of mortgage, customary before the extension of British rule to a large part of India, is what had been named " usufructuary mortgage " in the Transfer of Property Act, 1882. Under this form of mortgage the mortgagor in consideration for the mortgage money hands over possession, but not ownership or apparent ownership, of the property to the mortgagee, the latter to receive all the rents and profits of the property during the currency of the mortgage. The detailed terms vary from transaction to transaction, but in all cases the mortgagee is bound to restore the property to the mortgagor if the mortgage debt is paid to him within the period of limitation. In some cases the mortgage money is paid automatically by the excess of the profits of the property over and above the stipulated interest on the mortgage money. I suggest that this kind of mortgage would not be confined to India. It is no doubt known and common in many Eastern countries. To the Muhammadan it has the advantage of being capable of being so arranged as to avoid mention of " interest " or " usury," for the rents and profits can simply go to the mortgagee and leave to the mortgagor only the principal to pay off. In form the rents and profits are not interest or usury. And it is form which counts in a case of that kind. To me it seems that the " cession of revenues " of certain properties by His Majesty Sultan Abdul Hamid Khan was in essence such an usufructuary mortgage. Muhammadan Law allows of the mortgage or pledge of immovable property. But if the pledge money be not paid the pledgee has no right to possession of the pledge. All systems of law provide that any contract will fail should either side omit to provide the consideration due from it. It is also clear that no transaction whatever was even contemplated in respect of the oil wells or rights to prospect for oil or minerals, for there is no mention of these in the Irades.

Next comes the question of confiscation. From the " Corps de Droit Ottoman " it appears that the principle of Turkish Law is that the Supreme Government is also the Supreme Court of Justice. No doubt in recent times the Supreme Government has been divided into branches or Committees, to one of which was more particularly attributed the exercise of the judicial power, but the division was never exact, and when the Government purported to order a confiscation it must be taken to have been acting in a judicial capacity. The question is whether such a sentence, for a punishment it is, could be ordered under Muhammadan Law. My answer unhesitatingly is that a sentence of confiscation of property could not be passed against a Muslim. The " Corps de Droit Ottoman " specifies the following as the punishments admissible under it: death; penal servitude or detention for life or for a term with or without public exposure; exile for life; deprivation of all public functions for life; deprivation of civic rights; imprisonment; exile for a term; dismissal from public employment, and fine. There is no mention of confiscation of property even in the chapter relating to " Crimes et Délits contre la sûreté intérieure de l'Empire Ottoman," but only of death, penal servitude, imprisonment and detention. On the other hand we find in the " Corps de Droit Ottoman," quoting the Act of November 3rd, 1839, at page 32 " the property of a criminal shall not be confiscated," and at page 34 " the property of a criminal shall no longer be confiscated." In Khalil's *Code Mussulmane* we find equally no mention of confiscation as a punishment for any secular offence, not even for theft and brigandage. Punishments mentioned in that Code include amputation of the hand; flogging; retaliation, stripes; expiation by freeing a slave; and fasting; but these have been omitted in the law of modern Turkey. " Deportation " replaces " Exile." Khalil lays down that rebellion not accompanied by blasphemy or apostasy is not punishable with death, that rebels cannot be charged with a contribution to the cost of the war, that their property made use of in the war must be returned to them on their submission, and that they must be pardoned on their submission if the cause of the rebellion was political or religious, but that if the cause of the rebellion was of some other nature the rebels can be punished under the ordinary law for any killing or destruction of property for which they are responsible. There is no specific punishment laid down in the traditional Muhammadan Law for rebellion. This is clear from Khalil and from the Hedava. At page 50 of the Hedaya we find that " Tazir " is an infliction undetermined in its degree by law, and that the occasion for inflicting it is any offence for which a stated punishment

has not been appointed. There are, however, only four categories of " Tazir," and they are to be applied according to the rank of the offender. The chastisement coming under the head of " Tazir " proper to the most noble of the noble, in other words to princes and men of learning consists merely in admonition, as if the Kazi were to say, " I understand that you have done thus and thus," so as to make him ashamed. The other grades of " Tazir " are exposing the offender to scorn by dragging him to the door, imprisonment, and blows. It follows from this, which is taken from authoritative sources of Muhammadan Law, that even if his late Majesty Abdul Hamid II was guilty of rebellion the punishment which alone could be lawfully inflicted on him was admonition. One case is mentioned by Khalil where the appropriate punishment is death accompanied by confiscation of property. That case is apostasy from Islam. The apostate ceases to be a Muslim. So the principle that the property of a Muslim cannot in any case be confiscated remains intact. Muhammadan Law is very jealous in defending the right of property. It is not suggested that Sultan Abdul Hamid Khan was an apostate from Islam. Khalil adds that if an apostate recants, his property is to be restored to him. And the offending apostate is to be given three days in which to recant, and if he does recant in that time no legal punishment will be inflicted for the apostasy. But, to use an analogy from Hindu ideas, any religious merit acquired by him during his life as a Muslim will have been destroyed, and will have, if possible, to be reacquired by him. No such punishment as confiscation is mentioned in the Hedaya. These considerations lead me to pronounce without hesitation that no case had arisen under which His Majesty's Sultan Abdul Hamid Khan II had become liable under Muhammadan Law to have his property confiscated in whole or in part.

I must add some remarks upon the procedure necessary for bringing an offender to justice which must be followed before he can be legally sentenced under Muhammadan Law. The customary law will be found in Khalil, and its codification and application to modern Turkey in the " Corps de Droit Ottoman." According to Khalil, conviction must be after hearing both sides (" débats ") and must be arrived at upon judicial proof. The reliability of the witnesses giving evidence must be testified to by persons of known character. " Extraordinary proof " is admitted only in one class of case, namely, homicide not in the presence of witnesses. Then inheritors of the right to prosecute or of the blood feud must between them take fifty oaths to the effect that the witness at each oath believes the Accused to be guilty. Another exception to the general law requiring direct evidence is that of brigandage, where common reputation will justify a conviction. But the case under discussion is not of either homicide or brigandage. Therefore the charge against ex-Sultan Abdul Hamid had to be proved against him by direct evidence properly taken. Khalil states that after the evidence against the Accused has been taken the defence must be heard, and that reasonable time to make his defence must be given to him. Turning now to the " Corps de Droit Ottoman " we find that in serious cases, and on theory this is a very serious case indeed, after investigation there is a preliminary inquiry before the *Chambre des Mises en Accusation*, which, if it considers that a *prima facie* case is made out, will order trial before the Court of First Instance or the Court of Appeal. The Accused is to be arrested if possible if not in custody The Accused is to be brought before the Court which will try him without unreasonable delay, and there is to be interrogated. Counsel will be appointed by him or for him. At the actual trial he will be in Court. The report of the *Chambre des Mises en Accusation* will be read. The Procureur Impérial will open the case for the prosecution. Witnesses will be heard. The Accused may answer each witness. The Accused, the injured party, if any, and the Procureur may question each witness through the President of the Court. The Judges may question the witnesses and the Accused. The Accused may produce witnesses whose names he has duly intimated to the Court. When the evidence is closed the injured party, if any, the Procureur, and the Accused's Counsel are heard. The Procureur may reply. The Defence may take a further reply. The Court deliberates. The Court gives judgment. Unless the procedure the main lines of which are above sketched out is followed there would not be either a valid trial or a valid conviction. It appears that in the case of ex-Sultan Abdul Hamid no such procedure was followed. The confiscation was ordered without any trial being held. Equally the simpler procedure required by Khalil's treatise was not followed. Therefore, even if there had been ground under Muhammadan Law for ordering confiscation of property, which there was not, though there may have been ground for ordering some other punishment, the sentence was not reached in a valid manner, and was of no effect. It is as invalid as would be an order of imprisonment passed by a Court in England without either trying the case or hearing the Accused.

On the above considerations I am firmly of opinion that the properties registered in the Public Records of the Turkish Empire as the property of the Private Purse of the late Sultan Abdul Hamid Khan Gaza are now, under Muhammadan Law, the property of his lawful personal heirs.

ALFRED SABONADIERE,
Lecturer in Indian Law, University College London, and
School of Oriental Studies, University of London;
A member of the Faculty of Laws of the University of London.

[40894/23.]

Appendix J.

MINUTE BY MR. RYAN, DATED 10TH AUGUST, 1923.

IN the course of the negotiations at Lausanne concerning what is now the second paragraph of Article 60 of the Peace Treaty (Civil List property in the detached territories), the Turkish Delegation exhibited to the Allied Delegations two documents containing unofficial copies of texts relative to the transfer of properties from the Civil List to the Turkish Treasury in 1908 and 1909. These documents were communicated, without any guarantee of authenticity, for perusal and return. Notwithstanding their unofficial character, the documents were of great importance, and before they were returned to the Turks, Mr. Clauson of the Colonial Office and I made careful translations of them. The Turkish Delegation were informed that this had been done and they promised at one moment to go through the translations and to certify them if found correct. The Turkish Delegation had not fulfilled this promise up to 24th July. At the suggestion of M. Bargeton of the French Delegation, who had the matter in hand, I myself spoke to Shefik Bey, one of the Turkish Delegates, on 24th July. He pleaded difficulty as regards the making or verification of a translation, and suggested that it would be better if the Turkish Delegation gave us copies of the Turkish documents. I acquiesced in the suggestion, but it was the last day of the Conference and there was no opportunity of asking the Turks to produce the copies. As a matter of fact, I was not eager to press for copies of the original Turkish lest the Turks should find it to their interest to alter anything in making the copies. I had already arranged with M. Bargeton that, if, by the end of the Conference, the Turks had not certified our translation, Mr. Clauson and I should ourselves certify two copies, one for preservation in London and one for the archives of the French Government. I have now arranged this with Mr. Clauson, and I attach the two certified sets of translations.

I submit also a copy of a confidential note prepared by me at Lausanne which explains the nature of the documents exhibited by the Turks, and the reasons for regarding them as authentic copies of the actual original papers, despite their unofficial character. I communicated copies of this Note to Monsieur Bargeton for the confidential information of the French Delegation.

The value of these documents is enhanced by the fact that official reference to their having been communicated by the Turkish Delegation to the Allied Delegations was made at the 8th Meeting of the Second Committee on 3rd July. This mention is duly recorded in the minutes of the Conference.

I attach also a rough copy in Turkish made by Mr. Clauson of the more important portions, from our point of view, of the original documents in Turkish. This might be kept with our certified copy of the translations.

I submit drafts to Paris and the Colonial Office in order that the action necessary to place the whole matter properly on record may be complete.

ANDREW RYAN

10th August, 1923.

NOTE CONFIDENTIELLE DE MONSIEUR RYAN.

On trouvera ci-jointe les traductions des deux documents relatifs aux biens de la Liste Civile, qui nous ont été communiqués par la Délégation turque, et dont il a été question à la réunion du 2ième Comité du 3 juillet 1923. Il est à remarquer que

les originaux ne contiennent rien qui indique que ces documents aient un caractère officiel.

Le premier document se compose de cinq textes séparés, dont les traductions sont marqués A, B, C, D et E.

Le premier de ces textes a l'air de n'être que la fin d'un document dont le reste se trouvait sans doute sur une page précédente d'un dossier dont on a extrait cette feuille.

Le deuxième texte donne la liste des propriétés ayant fait l'objet du transfert effectué au mois de septembre 1908. L'original turc ne contient pas le texte du document contenant l'Irade du Sultan concernant ce transfert. Ceci est sans importance, vu que le texte de cet Iradé, ou au moins d'une décision du Conseil des Ministres le reproduisant, a été publié officiellement, sans cependant la liste des propriétés transférées. Sauf quelques détails insignificants, cette liste concords avec celle que j'avais obtenue confidentiellement à Constantinople.

Le troisième texte ne porte aucune indication de la personne à laquelle la note est adressée. Il parait probable que c'est bien la copie d'une lettre adressée directement par le Secrétariat du Palais au Ministre des Finances pour lui faire part d'un Iradé, qui avait déjà été communiqué au Grand Vézirat. Cette lettre concorde sensiblement avec une copie que j'ai obtenue confidentiellement à Constantinople d'une lettre adressée par le Palais en date du 20 avril 1325 (3 mai 1909) au Grand Vézirat. La seule différence importante c'est que la lettre au Grand Vézirat parle d'une liste de propriétés anciennes retenues par le Sultan, liste transmise au Grand Vézirat à titre de renseignements. Donc il y avait *deux* listes annexées à la lettre du Palais au Grand Vézirat, l'une contenant la description des propriétés cédées au Trésor, l'autre (que je n'ai pas obtenue à Constantinople) celle des propriétés gardées par le Sultan.

Le quatrième texte donne la liste des propriétés cédées au Trésor en 1909. Elle concorde sensiblement à celle que j'avais obtenue à Constantinople seulement elle indique les revenus moyens des propriétés et elle contient certaines annotations, tandis que la mienne ne donnait que la description des propriétés.

Le cinquième texte est une liste de propriétés anciennes avec leurs revenus, sans indication aucune de la manière dont cette liste se rattache aux textes qui la précèdent. Il est presque certain que les propriétés portées sur cette liste sont celles dont il est question dans la lettre du Palais au Grand Vézirat du 20 avril 1325 comme ayant été gardées par le Sultan (voir le quatrième alinéa de cette note).

J'ai traduit ces cinq textes aussi soigneusement que possible. Cependant je ne saurais en garantir l'exactitude complète, vu l'obscurité de certains passages des originaux et la difficulté de reproduire avec certitude les nombreux noms propres.

Le deuxième document dont la traduction est marquée F semble être une liste par localités préparée dans un département official quelconque. La traduction en est exacte. Cependant il faut remarquer certains particularités dans le dernière ligne des chiffres. Les chiffres se trouvant dans cette ligne paraissent résulter de la totalisation des colonnes. Cependant cette totalisation ne répond pas aux chiffres portés dans les trois colonnes sous l'en-tête " Quantité " et dans la colonne " Valeur." Pour les colonnes " Quantité " les vrais totaux seraient 37, — 136, — 828, 91 et 6784 respectivement. La première de ces divergences peut être due à une simple erreur d'addition; la deuxieme—à une erreur du copiste, qui a pu lire les deux chiffres turcs composant 91 comme un seul chiffre 3; la troisième à une simple omission des deux premiers chiffres du vrai total, l'annotation à la fin de la colonne " Valeur " dont le vrai total serait 66,188,896, expliquerait suffisamment une divergence entre le total y indiqué et le vrai total des chiffres contenus dans cette colonne si le premier était inférieur au second. Le contraire étant le cas, il est impossible d'expliquer l'erreur qui évidemment existe.

Lausanne,
le 6 juillet, 1923.

A.

afin qu'ils ne soient pas privés il a été jugé opportun d'écrire une lettre au Grand Vézirat on vue de pourvoir aux moyens d'assurer comme auparavant leurs appointements et allocations spéciales conformément à la justice et à l'équité ainsi qu'aux dispositions justes qui seront adoptées pour les autres fonctionnaires semblables.

Le 3 aout, 1324.

B.

(Traduction.)

LISTE DES DIFFERENTS REVENUS DES PROPRIETES ET TERRES CEDES AU MINISTERE DES FINANCES.

Premier transfert à la date du 28 aout, 1324.

	Livres turques.
Revenus généraux des fermes dépendant de la Direction de Janina ...	20,000
Revenus généraux des fermes dépendant de la Direction de Berat ...	10,000
Revenus généraux des fermes dépendant de la Direction de Durazzo ...	10,000
Villages et terres agricoles autres que forêts dépendant de la Direction de Feredjik	19,600
Villages et terres agricoles autres que forêts dépendant de la Direction de Baba-Baki	16,000
La Forêt de Sari Miche fut transférée au Ministère des Finances conformément à la haute décision No. 10491 en date du 7 février, 1321.	
Revenus des forêts et villages autres que pâtures d'Inegueul	9,577
Fermes et terres de Nasiriye, Hauran, Safed, Zor-uz-Zerké et Tchize dépendant de la Direction de la Syrie, ainsi que les marais de Houlé et les impôts (Tekialif-i-Emirié) des terres qui resteront à la Liste Civile	44,000
Revenus des villages dépendant de la Direction d'Ak Keupru	5,050
Revenus des villages dépendant de la Direction de Baltadji dans la région de Yalova	3,000
Revenus généraux des villages et forêts dépendant de la Direction d'Ismid	500
Revenus généraux des villages, terres agricoles et forêts communales (Baltalik) dépendant de la Direction de Tchataldja, sauf les prairies appartenant à la domaine impériale et les fermes de Touzalik et de Bosna qui resteront entre les mains de la Liste Civile	3,000
Le bourg de Mintch et les terres de Hamer dépendant de la Direction d'Alep ainsi que tous les impôts et charges fiscales	48,700
Les revenus généraux des villages, terres agricoles et pâtures d'hiver (Kichlak) rattachés à la Section de Cavalla dépendant de la Direction de Salonique	13,700
Les revenus généraux provenant des Mukata'as autres que les Mukata'as de Dje'ara, Abu Charib, Mahmoudie, Musseyib, Mehrout, Dudjeil, Djerbouiye et ses dépendances, dépendant de la Direction de Bagdad	85,750
Les Mukata'as (autres que les jardins de dattiers de Basra et les Mukata'as de Djuneile, de Djereib, d'Ada Sa'ir et des terres de Sabound-ji-Zade sin sur les bras dit Djumeile, du Dudjeilé à Amara, ainsi que de Behasse, des terres d'Adjile-us-Sa'ad, de Chatt et de ses dépendances, de Hekila, de Mechrah et de ses dépendances, de Habisiye de Fiiriye et d'Ebter dépendant de la Direction d'Amara, ainsi que les propriétés, terres et jardins de dattiers à Djezair Houri et dans le Sandjak de Nedjd	41,700
Touts les villages, forêts et autres terres agricoles dépendant de la Direction de Mosoul	54,300
Les charges fiscales (Tekialif-i-Emirié des terres et terres agricoles dépendant de la Direction de Jerusalem	1,000
Les jardins d'oliviers dans le Sandjak de Benghazi, dont il est à prévoir que l'on pourra obtenir des revenus considérables si le Ministère des Finances consacre ses efforts à leur développement bien que la Liste Civile n'a pas eu le temps ni les soyens pour ce développement.	
Port du fisc dans les fermes d'Aidin...	18,470
La forêt Wakf seulement à Alemdagh, l'Administration restant comme auparavant au département de l'Evkaf vu ses droits de propriété.	
	404,347

C.

Votre lettre No. 2 en date du 11 Rebi-Ul-Evvel 1327 a été soumis à Sa Majesté. Cette lettre visait,

le transfert au Gouvernement des propriétés, fermes et concessions minières, qui ont été incorporées dans les propriétés impériales au nom du Sultan précèdent depuis

1293 et dont les noms sont portés sur la liste dressée par votre Ministère, aussi bien que les bateaux à vapeur à Bagdad et à Basra, le Chirket-i-Nairie de Salonique et le quai en cours de construction à Kadi-Keui, ainsi que le transfert du personnel employé dans l'Administration Centrale et dans les provinces;

la réorganisation après les études nécessaires pour assurer leurs intérêts, de l'Hôpital des Enfants ainsi que des autres établissements de bienfaissances et de culte entretenus jusqu'ici avec les revenus des propriétés impériales, et leur administration dans de bonnes conditions par le Gouvernement;

le paiement, également par le Gouvernement des dettes consolidées et flottantes contractées jusqu'au 13 avril 1325, par la Liste Civile envers certaines banques, ou bien envers des négociants et des industrials (esnaf), ainsi que des appointements arriérés des fonctionnaires et des employés; et

les mesures nécessaires pour assurer l'existence, conformément aux règles appliquées par les départements gouvernementaux aux employés laissés hors cadre, de ceux des fonctionnaires secrétaires et autres employés dont le licenciement sera naturellement nécessaire, ainsi que le placement de ceux qui l'auront mérité dans des emplois convenables.

L'Iradé de Sa Majesté Imperiale sanctionnant ce qui précède ayant été actroyé et communiqué au Grand Vezirat, il dépend de Votre Excellence d'agir en consequence.

HALID ZIA.
Premier Secrétaire de Sa Majesté Impériale.

Le 18 *Rebi-ul-Akhir* 1327.
26 avril, 1325.

D.

REVENUS BRUTS MOYENS DES PROPRIETES IMPERIALES (EMLAK-I-SENIE) ACHETEES ET ACQUISES DEPUIS 1293, EN DEHORS DES PROPRIETES DU SOUVERAIN (EMLAK-I-KHAKANIE).

DEUXIEME TRANSFERT A LA DATE DU 26 AVRIL, 1325.

	Livres turques.
Revenus des propriétés et immeubles de rapport acheté par le souverain précédent à : Stamboul et dans " les trois villes " après 1293 ...	4,750
Loyer annuel des Akaret à Bechiktache; wakf du Couvent de Chali et des mosqués Hamidie, Orkhaarie et autres	1,467
Loyer annuel des magasins à Topkhane : entre les mains de Son Altesse Yussuf Ud-din Izzeddin Efendi	2,640
Fermes du Hekim Bachi et Tehaouche Bachi : ditto	1,750
Revenus de la ferme et forêts à Beicos achetées d'Abraham Pacha ...	550
Ferme Impériale de Kourbaghali Dere : entre les mains de Son Altesse Silah-un-din Efendi	1,400
Revenus des propriétés immeubles de rapport et forêts dépendant de la Direction de Salonique	8,000
Recettes du quai de Salonique appartenant à la Liste Civile	4,500
Loyers, non compris droits de pêche, de Dalians dépendants des Directions de Salonique et de Feredjik	2,400
Revenus des bains de Yaleva et de la ferme de Baltadji à Yalova ...	1,500
Revenus des fermes et dépendances dans le Vilayet d'Aidin	10,000
Revenus de la ferme de Yenichehr : appartient aux Wakfs de Valide Sultan et doit y être restituée...	4,200
Revenus revenant à la Liste Civile des forêts et jardins oliviers à Feredjik et Baba-Eski	2,400
Revenus des propriétés impériales dans le Sandjak de Jerusalem ...	5,000
Revenus des fermes impériales et dépendances à Alep et loyers des Dalians	31,800
Revenus des fermes et dépendances en Syrie à Hama Homs et Beysan ...	19,300
Revenus de jardins de dattiers à Basra	10,000
Mukataas de Djumeile, de Djereib, d'Ada Saghir, de Behasse de Chatt et de ses dépendances, de Kelile, de Mechrah et de ses dépendances, de Habisiye, de Makriye, d'Ebter sur le bras dit Djumeile du Dudjeilé à Amara ainsi que les revenus des terres de Saboundji et Adjile Es-Saadat	40,000

	Livres turques.
Revenus provenant des Mukataas de Djagada, Abu Charib, Mahmoudié, Musseyyib Mehrout, Dudjeil, Djerbouiya et ses dépendances ...	25,000
Revenus des propriétés et terrains à Medina	200
Administration des bateaux à vapeur entre Bagdad et Basra.	
Quai et Port de Kali-Keui Haida Pacha.	
Mines de Thasos.	
Mines de Bagdad et de Mosul.	
Eau minérale des sources à Kara Hisaar.	
Chirket-i-Hairie Ottomane de Salonique.	
	176,857

E.

REVENUS DES PROPRIETES QUI SONT DE LA CATEGORIE DES PROPRIETES DU SOUVERAIN (EMLAK-I-KHAKANIE) ET QUI ONT APPARTENU *ab antiquo* au Sultanat.

	Livres turques.
Propriétés anciennes à Stamboul et dans " les trois villes " comme terrains, magasins, maisons, jardins, potagers et jardins	4,143
Revenus de Fener Bagtche et de ses dépendances ainsi que de la ferme impériale de Tokat et la ferme impériale de Echeli sis à Alem Dagh avec ses dépendances...	900
Fermes impériales de Bal Bouadji Ayas Agha, Izzet Pacha et Silihdar Agha	2,100
Fermes de Aya Memail Merdoes, Ali Bey, Yarim Burgos, Tahta Kaleh et Kilios avec leurs dépendances	2,800
Ferme impériale d'Ismid	500
Ferme impériale de Mikhalitch, fabrique de soie à Brousse, et pâturages d'été du Mont Olympe	10,000
Ferme de Res-ul-Ain en Syrie	2,700
Fabrique impériale de Hereke.	
Le foin de ces prairies est fouché par les Ecuries Impériales, qui en prennent livraison. — Prairies à— Kiaghid-Khane et dans le voisinage; Prairies dans le région de Voli Efendi; Prairie d'Uzoun Keupru à Safra; Prairies de Dolab et Moussa à Tchataldja avec leurs dépendances; Prairie de Kouche-Dili Ouzoun-Tchair; Prairies de Beicos.	23,143

F.

LISTE MONTRANT LA QUANTITÉ DES PROPRIÉTÉS ET TERRES TRANSFERÉES DE LA LISTE

ET DU 26

Noms	Nature	Quantité		
		Dennums	Maisons	Terres Cultivées
Vilayet de Constantinople ..	Batiments et terras	65,333	3	172
Sandjak d'Ismid	,,	58,123	2	150
,, de Brousse.. ..	,,	28,704	2	264
,, de Kutahia ..	,,	8,202	0	0
,, d'Ertoghrul ..	,,	2,611	2	256
,, de Denizli	,,	12,000	0	0
,, de Bigha	,,	12,278	2	0
,, d'Angore	,,	558,394	0	0
,, de Bourdour ..	,,	112,778	0	170
,, de Smyrne.. ..	,,	145,074	2	280
,, de Sarouken ..	,,	37,256	0	0
,, d'Aidin	,,	7,124	0	0
,, de Scio	,,	23,342	0	326
,, de Mételin.. ..	,,	16,408	0	0
,, de Tchataldja ..	,,	21,110	1	83
,, d'Andrinople ..	,,	118,319	0	6
,, de Kirk Kilissa ..	,,	578,351	0	330
,, de Rodosto ..	,,	339,721	2	104
,, de Gallipoli ..	,,	74,503	1	22(?)
,, de Dede Agatch ..	,, avec Dalians	491,922	1	348
,, de Gumuldjina ..	,, ,, ,,	139,285	2	42
,, de Salonique ..	,, ,, ,,	142,966	1	36
,, de Drama	,, ,, ,,	51,109	0	187
,, de Monastir ..	,,	56,433	1	154
,, de Thasos	,,	35	3	334
,, de Janina	,,	14,921	0	0
,, de Perat	,,	422,478	2	0
,, de Prevesa.. ..	,,	0	0	0
,, d'Argyrocastro ..	,,	38	0	0
,, de Scutari d'Abanie ..	,,	18	0	0
,, de Durazzo ..	,,	231,099	3	0
,, de Terhale et Yenichehr	,,	88,460	0	148
Ile de Chypre	,, avec Salines	322,109	0	0
Sandjak de Tripoli D'Afrique	Propriétés ,, ,,	1	0	5
,, de Benghazi ..	Jardins d'oliviers et cyprès	880,367	0	0
,, de Jerusalem ..	Propriétés et terres	251,823	3	190
,, Central du Hedjas ..	Propriétés	0	0	0
Medina	Proprétés et terres	66	(erasure)	320
Sandjak de Beyrouth ..	,,	1,511	3	335
,, d'Akka	,,	77,980	3	304
,, de Belka	,,	325,088	3	106
,, de Damas	,,	387,227	30	125
,, de Hauran.. ..	,,	257,759	2	300
,, de Kerak	,,	34,852	0	0
,, de Hama	,,	11,076,298	3	221
,, d'Alep	,,	231,627	0	247
,, d'Antioche ..	,,	999	0	20
,, de Mossoul ..	,,	6,690,736	0	276
,, de Suleimanié ..	,,	94,013	1	71
,, de Kerkuk ..	,,	2,417,344	2	26
,, de Bagdad.. ..	,,	5,953,925	1	121
,, de Hillé	,,	1,468,076	3	47
,, de Kerbela ..	,,	868,618	0	62
,, de Basra	Jardins de Dattiers et terres	28,880	2	73
,, de Nedjd	Propriétés et terres	38,549	2	178
,, d'Amara	,,	1,890,585	3	345
		37,317,254	3	84

Ferme de Res-ul-ain à Beyrouth	Recettes générales £tq. 2700	Propriété sise à Tyr dans le Vilayet de Beyrouth et adminstrée par la Liste Civile jurqu'à l'Armistice comme faisant partie des propriétés anciennes

CIVILE AU MINISTÈRE DES FINANCES CONFORMÈMENT AUX IRADES DU 27 AOÛT 1324

AVRIL 1325

Nombre			Valeur Montant	Nombre		Remarques
Superficie comprise dans les titres	Superficie non comprise dans les titres	Total		Celles dont la valeur est indiquee dans les titres	Celles dont la valeur n'est pas indiquee dans les titres	
429	108	537	13,454,417	487	50	—
137	3	140	1,269,660	136	4	—
93	0	93	435,275	37	56	—
6	0	6	50,000	6	0	—
14	0	14	63,500	5	9	—
3	0	3	77,000	3	0	—
77	0	77	556,459	77	0	—
9	0	9	—	0	9	—
548	0	548	1,404,000	548	0	—
276	0	276	1,745,975	197	78	—
163	0	163	2,089,843	160	3	—
9	0	9	129,360	9	0	—
3	0	3	55,725	3	0	—
4	0	4	135,200	3	1	—
98	4	102	527,020	51	51	—
13	6	19	7,500	3	16	—
29	15	44	42,338	6	38	—
32	33	65	155,900	4	61	—
59	0	59	197,000	47	12	—
67	11	78	87,277	14	64	—
85	5	90	829,472	83	7	—
186	5	191	3,459,483	32	159	—
84	3	87	482,464	76	11	—
3	0	3	155,000	3	0	—
3	0	3	2,700	2	1	—
1,968	38	2,006	625,000	1,487	519	—
5,388	0	5,388	1,463,138	1,294	4,094	—
0	18	18	0	0	18	—
0	43	43	10,000	9	34	—
0	1	1	52,460	1	0	—
269	0	269	1,500,000	269	0	—
611	0	611	0	0	611	—
28	0	28	2,217,500	28	0	—
13	0	13	172,050	13	0	—
12	0	12	0	0	12	—
84	23	107	383,985	75	32	—
0	2	2	0	0	2	—
13	15	28	0	0	28	—
63	0	63	428,487	59	4	—
37	0	37	227,450	25	12	—
54	82	136	490,414	42	94	—
11	1	12	41,665	7	5	—
12	4	16	886,211	11	5	—
4	0	4	35,150	3	1	—
31	4	35	382,910	18	17	—
81	11	92	940,785	50	42	—
11	2	13	343,722	13	0	—
122	18	140	13,977,625	121	19	—
12	0	12	2,551,885	12	0	—
129	0	129	2,909,158	129	0	—
53	5	58	2,675,145	56	2	—
24	2	26	1,592,075	25	1	—
15	3	18	1,900,070	17	1	—
8	0	8	808,000	3	5	—
1,203	59	1,262	413,575	1,086	176	—
30	8	38	1,747,868	30	8	—
12,716	532	13,248	186,388,902	6,876	6,372	—

Cette valeur est celle des 6878 pièces; la valeur des autres 6372 pièces n'est pas comprise

We certify the documents attached hereto under seal to be correct translations made by us jointly from original documents in Turkish exhibited by the Turkish Delegation to the Allied Delegations at the Lausanne Conference on Near Eastern Affairs, as recorded in the minutes of the 8th meeting of the 2nd Committee of the Conference held on July 3rd, 1923.

The present certificate has been made out in duplicate in order that one copy may be preserved in the Foreign Office and the other forwarded to the French Government with identical copies of the translations attached.

ANDREW RYAN.
GERARD L. M. CLAUSON.

Foreign Office,
10th August, 1923.

[33906/23.]

Appendix K.

BRITISH DELEGATION AT LAUSANNE to FOREIGN OFFICE.

(Received in Colonial Office 9th July, 1923.)

IRADES OF 1908 AND 1909 TRANSFERRING CIVIL LIST PROPERTY TO THE STATE.

(DONNE AUX EXPERTS ALLIÉS PAR ZEKIAI BEY, EXPERT TURC, À LA CONFÉRENCE DE LAUSANNE, LE 25 JUIN, 1923.)

Décret Impérial concernant le transfert au Ministère des Finances des biens de la Couronne produisant un revenu annuel de 400,000 Livres turques et la conclusion d'un emprunt pour la liquidation des dettes de la Liste civile.

Conclusion du Conseil des Ministres
Septembre.
18 Chaban 1326/1 Eyloul 1324.

Dans le but d'équilibrer autant que possible les recettes et les dépenses de l'Etat et de faciliter l'emprunt dont la conclusion est projetée, Sa Majesté Impériale le Sultan a bien voulu décréter le transfert au Trésor Public des terrains et biens de la Couronne énumérés dans la liste ci-jointe et administrés par la Liste civile, qui produit un revenu annuel excédant 400,000 livres turques. Le Ministère des Finances saisi de ce Décret a émis les observations suivantes.

Une partie de ces biens appartiennent de tout temps à la Couronne, une grande partie sont de celles dont la propriété a été enregistré au nom de Sa Majesté Impériale moyennant le paiement de leur contrevaleur soit au Ministère des Finances soit à leurs propriétaires uniquement pour aider à la prospérité du pays. On a dépensé pour leur mise en valeur des sommes dépassant de beaucoup leur valeur d'achat et on y a crée des œuvres de bienfaisance ainsi que des écoles. Les dettes de la Liste civile résultant des arriérés d'appointements et d'autres chefs afférents à ces biens et terrains s'élèvent à un total de un million cent cinquante mille livres turques.

Si l'on arrivait à liquider cette dette ou si l'on en différait le paiement, il n'en faudrait pas moins verser 800,000 Livres turques. Or, la Liste civile se trouve dans l'impossibilité de procurer directement cette somme. Les terrains et les biens dont Sa Majesté a fait don au Ministère des Finances produisent un revenu annuel de plus de 400,000 Livres turques. Tandis que la Liste civile ne percevait qu'un droit de un pour dix sur les revenus de dîmes de ces terres, si ces dernières sont transférées au Trésor Public il en sera perçu un droit de un sur huit. Le Trésor Public profitera de ce chef aussi d'un revenu annuel d'environ 40 à 50 mille Livres turques.

Le Ministère des Finances demande qu'en plus de l'emprunt projeté par l'Etat, il soit emprunté encore un million de Livres turques pour être versé à la Liste civile et que les garanties nécessaires pour le service du capital et les intérêts de cette somme soient arrêtés par la Sublime Porte.

Cette demande a été agrée par Sa Majesté Impériale qui a bien voulu proscrire d'aviser au nécessaire dans ce but. La lettre du Secrétariat du Palais datée du 13 Chaban 1326 annonçant cette décision a été lue dans notre Conseil.

Le don fait par Sa Majesté Impériale de ces biens appartenant à la Liste civile et ayant un revenu annuel de plus de 400,000 Livres turques étant une des preuves de Sa Haute bienveillance et de sa sollicitude pour l'assainissement des Finances de l'Empire, nous tenons encore une fois à exprimer à Sa Majesté Impériale le Sultan nos plus humbles remerciements.

Quant à la somme de un million Livres turques qu'il est nécessaire de procurer pour la liquidation des dettes de la Liste civile, étant entendu que les revenus annuels des biens en question excèdent 400,000 Livres turques, il sera possible, si l'on en donne en garantie 50,000 Livres turques, de contracter un emprunt de un million de Livres turques.

Par conséquent il a été délibéré de charger le Ministère des Finances d'entrer en pourparlers avec la Banque Ottomane en vue de la conclusion de l'emprunt de un million de Livres turques dont le service du capital et de l'intérêt serait assuré par les sommes affectués sur les revenus en question.

LETTRE ADRESSÉE PAR LE SECRÉTARIAT DU PALAIS IMPERIAL EN DATE DU 18 REBIUL-EWEL 1327/26 AVRIL 1325 AU MINISTÈRE DES FINANCES.

A la suite de votre lettre datée du 11 Rébiul-Ewel 1327 sub No. 2, un Iradé Impérial a sanctionné les décisions suivantes qui ont été transmises à la Sublime Porte.

Les biens, terres, fermes, concessions de mines convertis en domaine Impérial depuis 1293, au nom de l'Ex-Sultan et dont les noms sont inscrits sur la liste élaborée par votre Département ainsi que les bateaux se trouvant à Bagdad et Bassorah, la Société de navigation (Chirket-i-Haïrié) à Salonique, les Bureaux d'Administration des quais en voie de construction à Kadi-Keuy et les employés actuellement en service dans les provinces seront transférés au Gouvernement.

L'hôpital des enfants ainsi que d'autres établissements religieux et de bienfaisance administrés jusqu'à présent par les revenus du domaine Impérial seront désormais gérés par l'Etat.

Les dettes consolidées et flottantes de la Liste civile envers certains commerçants, artisans, banques jusqu'à la date du 13 Avril 1335, ainsi que les arriérés des appointements des fonctionnaires et employés de cette administration seront assumés par l'Etat et ceux parmi des fonctionnaires secrétaires et commis que se trouveront placés hors cadre seront rétribués, conformément à la décision concernant les fonctionnaires similaires de l'Etat.

[C. 58194/28 [No. 1].]

Appendix L.

FOREIGN OFFICE to COLONIAL OFFICE.

Foreign Office, S.W.1, 25th January, 1928.

SIR,

I AM directed by Secretary Sir Austen Chamberlain to state, for the information of the Secretary of State for the Colonies, that a request has been received in this Department from Sir Maurice Amos, K.B.E., to be furnished with copies of the two Irades mentioned in paragraph 2 of Article 60 of the Treaty of Lausanne.

2. It is understood that these are required by Sir M. Amos in connexion with the case in which he is acting for the heirs of the late Sultan Abdul Hamid.

3. I am to refer to your letter, Confidential, of 25th October, 1923* and connected correspondence and to enquire whether, in the opinion of the Secretary of State for the Colonies, copies of the two Irades may be communicated to Sir Maurice Amos.

I am, &c.,
S. GASELEE.

C. 59071/28 [No. 8].

No. 4.

MR. G. STUART-KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

[*Answered by No.* 5.]

Storey's Gate, St. James's Park,
London, S.W.1, 12th April, 1928.

DEAR HALL,

Claim of the Heirs of Sultan Abdul Hamid.

I SEND you a copy of a letter received from Owen-Wells, together with its enclosures, and also a copy of my letter of to-day's date to Malkin on the matter.

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* 50605/23: not printed.

I shall be glad to know if you can throw any light on the position, and in particular whether the senders of the telegram in question can be identified as the heirs of the Sultan.

Yours, &c.,
G. STUART-KING.

Enclosure 1 in No. 4.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
Constantinople, 4th April, 1928.

SIR,

Claim of the Heirs of Sultan Abdul Hamid.

YESTERDAY two telegrams as under, were delivered to me by mistake instead of to the President of the Tribunal.

I send, for your information, copy of a letter I have this day addressed to Monsieur Hammerich.

No. 365. "President Tribunal Arbitral Mixte Anglo-Ottoman Constantinople —81/163 Paris 17274 26 31 14 00—Denie tout pouvoir a qui que ce soit introduire en mon nom action devant Tribunal Arbitral—Abid Abdul Hamid."

No. 312. "President Tribunal Arbitral Mixte Anglo-Ottoman Constantinople —65/113 Paris 752 26 31 12/30—Denie tout pouvoir a qui que ce soit intenter en mon nom action devant Tribunal Mixte—Oiche Abdul Hamid."

I have, &c.,
R. C. OWEN-WELLS,
British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

Aff: Héritiers de feu le Sultan Abdul Hamid contre le Gouvernement de Sa Majesté Britannique.

MONSIEUR LE PRÉSIDENT,

Le 2 avril, 1928.

J'AI l'honneur de vous remettre ci-joint deux télégrammes qui m'ont été remis hier au Club de Constantinople par erreur.

Comme je suis désireux d'éviter à mon Gouvernement des dépens superflus dans la préparation de la défense dans cette affaire, je vous serais reconnaissant de vouloir bien vous mettre en communication avec les soi-disants mandataires afin de mettre au point la position exacte de ces deux demandeurs ainsi que des autres co-réclamants.

Veuillez agréer, etc.,

R. C. OWEN-WELLS,
Agent Britannique,
Tribunal Arbitral Mixte Anglo-Turc.

Monsieur le Président,
Tribunal Arbitral Mixte Turco-Anglais,
Tchemberli-Tache, Stamboul.

Enclosure 2 in No. 4.

DEAR MALKIN,

12th April, 1928.

Claim of the Heirs of Sultan Abdul Hamid.

I HAVE not yet received instructions from the Colonial Office about this claim, but I think you may like to see the enclosed copy of a letter received from Owen-Wells and of the telegrams to which he refers.

The position with regard to this claim appears to be somewhat mysterious. As I read the telegrams the position is that some of the heirs of the Sultan object to the competency of present claimants to put forward the claim, and if this is well founded it may be that the claim should be struck out as having been put forward by the wrong people. If this result can be attained it will no doubt dispose of the matter, because

I do not see how any other people can now put in a claim as they would presumably be hopelessly out of time. I have asked Owen-Wells to let me know the result of his letter to the President and keep me informed of the developments of the matter.

Yours sincerely,
G. STUART-KING.

H. W. Malkin, Esq., C.B., C.M.G.,
Foreign Office,
S.W.1.

C. 59071/28 [No. 9].

No. 5.

MR. S. ROBINSON (COLONIAL OFFICE) to MR. G. STUART-KING (TREASURY SOLICITOR).

DEAR STUART-KING,

Downing Street, 30th April, 1928.

IN Hall's absence on leave, I am replying to your letter of the 12th of April* about the claim of the heirs of Sultan Abdul Hamid.

A petition by the heirs left with us by Lieutenant-Colonel Maitland-Edwards in 1921 includes an appendix containing a list of the heirs, a copy of which I enclose. There is an Abid amongst the sons but no Oiche. For definite information I suppose we should have to go to Constantinople, but perhaps this can be considered at the Conference.

I am sending copies of this to Malkin, Waley and Elliot.

Yours, &c.,
S. ROBINSON.

[42252/21.]

Enclosure in No. 5.

Appendix.

FETWA DATED MAY 13TH, 1919, OF THE SHEIK-UL-ISLAM.
ABREVIATED TRANSLATION.

LEGITIMATE heirs of the late Sultan ABDUL HAMID II KHAN GHAZI and the proportions in which they shall inherit as laid down by the Sherié (The Koran Laws).

In respect of movable and full freehold property the estate shall be considered to be of 4,320 portions which shall be divided among his heirs as follows:—

To his Widows:—BERZIMILK—EMZALI NOUR—MUCHFIKIEH—SAZY-GHIAR—PYRESTEH—NADJEH—BEHIDJEH and FATIMA.

Sixty parts to each ... ... = 480 parts.

To his Sons:—MEHMED SELIM—AHMED—BURHAM-ED-DIN—ABDUL RAHIM—ABID and NOUR-ED-DIN.

378 parts each ... ... = 2,268 parts.

To his Son ABDUL KADR ... ... 418 parts.

To his Daughters:—ZEKIEH — NAILEH — AISHEH — SHADIEH and REFIEH.

189 parts each ... ... = 945 parts.

To his daughter NAIMEH ... ... 209 parts.

In respect of immovable property the division of which is decided by the laws governing inheritance (Intikal) the estate shall be considered to be of 936 portions which shall be divided as follows:—

To his Widows:—BERZIMILK—EMZALI NOUR—MUCHFIKIEH—SAZY-GHIAR—PYRESTEH—NADJEH—BEHIDJEH and FATIMA.

26 parts each ... ... = 208 parts.

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* No. 4.

To his Sons:—MEHMED SELIM—AHMED—BURHAM-ED-DIN—ABDUL RAHIM—ABID and NOUR-ED-DIN.

54 parts each ... ... = 324 parts

To his Son ABDUL KADR ... ... 67 parts.

To his Daughter NAIMEH ... ... 67 parts.

To his Daughters:—ZEKIEH — NAILEH — AISHEH — SHADIEH and REFIEH.

54 parts each ... ... = 270 parts.

Seal and Signature of SHIEK-UL-ISLAM.

Dated 13th May, 1919.

C. 59071/28.

No. 6.

MINUTES OF A CONFERENCE HELD AT THE COLONIAL OFFICE AT 11 A.M. ON THE 14TH OF MAY TO CONSIDER THE CLAIM OF THE HEIRS OF THE EX-SULTAN OF TURKEY TO PROPERTIES AND INTERESTS SITUATED IN MIDDLE EASTERN TERRITORIES.

Present:

Mr. A. J. Harding (Chairman), Mr. H. G. Bushe, Mr. J. H. Hall — Colonial Office.
Mr. J. J. Wills, Board of Trade.
Mr. T. K. Bewley, Treasury.
Mr. G. Stuart-King, Treasury Solicitor's Department.
Mr. H. J. Seymour, Mr. M. Shearman, Mr. O. C. Harvey, Mr. W. L. Knight — Foreign Office.

MR. HARDING explained that since the letter from the Colonial Office suggesting the holding of a Conference was despatched, a letter* had been received from the Foreign Office in regard to similar claims presented on behalf of the heirs to the Greek Government in respect of properties, &c., in Greek territory. This letter, with which was enclosed a lengthy memorandum, had only reached the Colonial Office within the last two or three days, and he had not yet had an opportunity to examine it closely. Moreover, copies of the Foreign Office letter had not been sent to the other interested Departments, and he therefore suggested that one of the Foreign Office representatives should summarise its contents for the information of the meeting.

MR. HARVEY explained that the Foreign Office were approached some months ago by a Colonel Burton Stewart, representing the Aegean Trust Company, which was alleged to hold Power of Attorney for all the heirs of the late Sultan Abdul Hamid in so far as their claims against the Greek Government were concerned. According to Colonel Burton Stewart, the Aegean Trust Company had been invited to interest themselves in the matter of the claims relating to Middle East territories, but had so far declined to do so on the grounds that this would bring them into conflict with His Majesty's Government. He explained that the proposal at present before the Greek Government was that, in return for the renunciation by the heirs of their claim against the Greek Government, that Government would grant to the Aegean Trust Company, acting on behalf of the heirs, concessions for the development of the properties forming the subject of the claim. This proposal he alleged was likely to be accepted in the near future by the Greek Government, who had already admitted in principle the validity of the claim. Mr. Harvey informed the Conference that from the information in the possession of the Foreign Office, Colonel Burton Stewart's statement appeared unduly optimistic, as there seemed to be no evidence that any decision favourable to the heirs had as yet been taken by the Greek Government, although the latter had gone so far as to set up a special commission to inquire into

* C. 59071/28 [No. 14]: not printed.

the claim. Moreover, in view of the provisions of the third paragraph of Article 60 of the Lausanne Treaty, which specificaly provided that the dispute between the Greek and Turkish Governments in regard to what appeared to be these very properties should be referred to arbitration at The Hague, it was a little difficult to understand why the Greek Government had not rejected the proposals of the Aegean Trust Company out of hand. He thought it possible that the Greek Government had been encouraged to consider these proposals for the reason that the country was in urgent need of capital for development. Possibly also the Greek Government may have thought that by vesting the disputed properties in a British firm either the Turkish Government would be the less likely to press their claim or the arbitration proceedings at the Hague would thereby be influenced in their favour. He explained that prior to the conclusion of the Lausanne Treaty the legal position in regard to these properties was governed by the provisions of Article 5 of the Treaty of Thessaly, 1881, which provided that the Sultan of Turkey would retain full rights over his personal property situated in Greece, any dispute being referred to a special commission under Article 7 of the Treaty of Athens, 1913, which made similar provision, except that, under the latter article, any dispute was to be referred to arbitration at the Hague. A Protocol attached to the Treaty of Athens, however, referred to the existence of a difference of opinion between the two Governments as to which properties should pass to the Greek Government and which should not, and made provision for the reference of this dispute to arbitration at the Hague. No such arbitration had in fact taken place, and it appeared that the third paragraph of Article 60 of the Treaty of Lausanne was designed to remedy this omission.

Colonel Burton Stewart had applied to the Foreign Office for British diplomatic support in prosecuting the claims against the Greek Government. This had been refused by the Foreign Office on the grounds that the claimants were not British subjects. Colonel Burton Stewart had then suggested that, as he understood that the claim of the heirs in respect of Middle Eastern properties which was now before the Mixed Arbitral Tribunal was likely to be accepted, it might be in the interest of His Majesty's Government in order to avoid the risk of an unfavourable decision by the Tribunal to adopt some such proposal for an amicable settlement as that which had been submitted to the Greek Government. No reply had been made to this latter suggestion and the Foreign Office wished to know what reply should, in the opinion of the Conference, be returned.

As it was clearly important that the attitude to be adopted by His Majesty's Government towards the claim against the Greek Government should not be such as might prejudice the British case before the Mixed Arbitral Tribunal, it was decided to defer consideration of the former until the lines of His Majesty's Government's defence before the Tribunal had been considered and decided

The British Agent to the Tribunal in his letter of the 7th of March* drew the attention of the Treasury Solicitor to the existence of a Turkish law of the 3rd of March, 1924, whereby the claimants were divested of their Turkish nationality. He pointed out that, as the claimants were not therefore Turkish citizens at the date of the entry into force of the Treaty of Lausanne, they appeared to be outside the jurisdiction of the Mixed Arbitral Tribunal, and that an objection on these grounds to the competence of the Court was likely to be admitted as being consistent with recent decisions taken by the Mixed Arbitral Tribunals.

MR. STUART-KING raised the question whether the claimants could not overcome the difficulty in regard to their loss of Turkish nationality by assigning their rights to a Turkish national and enquired whether there was any provision in the Treaty which would definitely rule this out.

MR. BUSHE explained that a somewhat similar question had arisen in regard to the meaning of the words "beneficiaries under concessionary contracts" in Article 9 of the Concessions Protocol, and that, after taking legal advice, it had been held by His Majesty's Government that this term must mean the original beneficiaries, *i.e.*, those existing as upon the 29th of October, 1914, the material date for the purpose of that Article.

MR. SHEARMAN pointed out that the claim was presented under paragraph 2 of Article 65, and it would appear from the wording of the last sentence of that paragraph that in order to come within the provision of that Article the claimants must have been Turkish nationals upon the date of the entry into force of the Lausanne Treaty. Consequently, as the claimants had lost their Turkish nationality prior to that date, it would seem that the Mixed Arbitral Tribunal had no jurisdiction in the matter.

* Enclosure 2 in No. 2.

After further discussion it was agreed that the best course would be to enter a demurrer against the competence of the Tribunal on the ground that at the material date (viz., that of the entry into force of the Treaty of Lausanne) the claimants were not Turkish nationals and consequently did not come within the jurisdiction of the Tribunal. If this preliminary point were to be decided against His Majesty's Government a further and separate demurrer against the jurisdiction of the Court could be entered on the grounds that the properties forming the subject of the claim were covered by Article 60 of the Lausanne Treaty, Article 65 did not therefore arise and consequently the Tribunal were not competent to consider the claim. It was agreed that the Treasury Solicitor's Department should proceed with the preparation of a Mémoire Spéciale on these lines.

The precise significance of the words in Article 60 of the Lausanne Treaty " the aforesaid States being subrogated to the Ottoman Empire in regard to the property and possessions in question " was then discussed.

MR. HARDING suggested that these words might be interpreted as meaning that the succession states could have no better title to the property, &c., in question than the Turkish Government. After discussion, in the course of which reference was made to the terms of the Iradés of 1908 and 1909, the view taken by the conference was that the intention of the words in question was merely to maintain in force any obligations, such as charitable bequests, &c., originally attaching to the property.

The Conference then proceeded to consider what action should be taken by the Foreign Office in the matter of the claims against the Greek Government. In regard to Colonel Burton Stewart's suggestion that His Majesty's Government should agree to compromise with the claimants in the manner proposed to the Greek Government, the view of the Conference was that he should be informed that His Majesty's Government were satisfied that the claim relating to Middle Eastern Territories was invalid and that they proposed to resist it. The advisability of acquainting the Greek Government with His Majesty's Government's attitude towards this claim was then discussed and it was agreed that the Greek Government should be informed in the same sense as Colonel Burton Stewart, but that in any communication made to the Greek Government nothing should be said which would imply that His Majesty's Government considered that the Middle Eastern claim was " on all fours " with the Greek claim.

It would then be open to the Aegean Trust Company, who should be informed of the communication to be made to the Greek Government, to attempt, if they saw fit, to establish a distinction between the two claims.

C. 59071/28 [No. 26].

No. 7.

COLONIAL OFFICE to TREASURY SOLICITOR.

SIR, Downing Street, 14th June, 1928.

I AM directed by Mr. Secretary Amery to refer to previous semi-official correspondence on the subject of the claim of the heirs of the ex-Sultan of Turkey to properties and interests in Middle East territories and to transmit to you a copy of the minutes* of a Conference held at the Colonial Office on the 14th of May at which this claim was considered.

2. Mr. Amery agrees to the course of action recommended by this Conference, and I am now to request that you will prepare a *mémoire spéciale* for submission to the Mixed Arbitral Tribunal entering a demurrer against the competence of the Tribunal on the ground that at the material date, the date of the entry into force of the Treaty of Lausanne. the claimants were not Turkish nationals, and consequently did not come within the jurisdiction of the Tribunal.

3. Copies of this letter are being sent to the Foreign Office, Treasury, and Board of Trade.

I am, &c.,
A. J. HARDING.

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* No. 6.

C 59071/28 [Nos. 27 and 28].

No. 8.

THE SECRETARY OF STATE to THE HIGH COMMISSIONERS

Iraq (No. 419).

Palestine (No. 514).

[SIR,] [MY LORD,] Downing Street, 20th June, 1928.

I HAVE the honour to transmit to [you] [your Lordship] copies of two letters* received from the Treasury Solicitor's Department in regard to a claim by the heirs of the ex-Sultan of Turkey to properties and interests in Middle East territories, together with copies of the documents referred to in those letters, and a copy of a memorandum† which was prepared in the Colonial Office on the matter. I enclose also a copy of a letter‡ on this subject which I have caused to be addressed to the Treasury Solicitor.

2. [You] [your Lordship] will observe that it has been decided that in the first place a demurrer should be entered against the competence of the Mixed Arbitral Tribunal on the ground that at the material date, the date of the entry into force of the Treaty of Lausanne, the claimants were not Turkish nationals and consequently did not come within the jurisdiction of the Tribunal.

3. I shall communicate to you copies of further papers relating to the claim at an early date.

I have, &c.,
L. S. AMERY.

C. 59071/28 [No. 41].

No 9.

CYPRUS.

THE SECRETARY OF STATE to THE OFFICER ADMINISTERING THE GOVERNMENT.

[*Answered by No.* 10.]

(No. 184.)

SIR, Downing Street, 6th July, 1928.

I HAVE the honour to transmit to you the accompanying copy of a despatch§ which I have addressed to the High Commissioner for Palestine (a similar despatch being addressed to the High Commissioner for 'Iraq) in regard to a claim by the heirs of the ex-Sultan of Turkey to properties and interests in Middle East territories. Copies of the papers which accompanied that despatch are also enclosed.

2. You will observe that the claim includes certain properties in Cyprus. It is proposed to discuss the legal and treaty aspects of the claim so far as Cyprus is concerned with Mr. Gerahty when he arrives in this country, and in the meantime this question has not been fully examined, nor do I wish to trouble you with it at this stage. I should, however, be glad to receive information as to the present position of the properties in question, whether they are in the possession of the Government or in private hands, and also any *prima facie* comment which you may desire to offer on the claim.

I have, &c.,
L. S. AMERY.

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* Nos. 1 and 2. † No. 3. ‡ No. 7. § No. 8.

C. 59071/28 [No. 59].

No. 10.

CYPRUS.

THE OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 3rd September, 1928.)

(No. 332.)

SIR, Government House, Troodos, 24th August, 1928.

I HAVE the honour to acknowledge the receipt of your despatch No. 184 of the 6th of July, 1928,* concerning the claim by the heirs of the ex-Sultan of Turkey to certain properties and interests in Middle East territories and in accordance with your request to enclose a copy of a memorandum prepared by the Director of Land Registration and Surveys on the present position of the properties claimed in Cyprus.

2. Mr Papapetro states that information complete and accurate in every detail regarding these properties would necessitate exhaustive and protracted inquiries on the spot which could hardly be carried out in time to admit of the report being forwarded in time for the question to be discussed before Mr. Gerahty leaves England. The data furnished in his memorandum may, however, be taken as fairly correct, and the Acting Attorney-General states that the memorandum deals correctly with the law applicable to this extremely involved matter. Its preparation has involved a very great amount of careful research, and Mr. Papapetro deserves much credit for his labour.

3. I am advised that no observations on the part of this Government as to the legal aspect of the claim can usefully be made at this juncture.

4. A copy of the Director of Land Registration and Surveys' memorandum is being sent direct to Mr. Gerahty, with whom I observe it is proposed to discuss the question.

I have, &c.,
R. NICHOLSON,
Officer Administering the Government.

Enclosure in No. 10.

MEMORANDUM RELATING TO THE LAND CLAIMS IN CYPRUS BY THE EX-SULTAN'S HEIRS.

The claims were examined in 1878-1880, and full particulars are contained in the correspondence exchanged between the Government of Cyprus, the Foreign Office, the British Ambassador at Constantinople, the Porte, and the Ottoman Delegation sent to Cyprus by the Sultan. The correspondence was printed in a Book in February, 1881, for the use of the Foreign Office under the title "Correspondence relating to the Sultan's Land Claims in Cyprus," Confidential (4361).

2. Particulars of the lands claimed in 1878 appear in pages VII and VIII of the printed correspondence, compare also certified statement in Inclosure 2 in No. 66, pages 42 and 43. These claims refer to 21 Estates numbered therein I to XXI, but as the Estates Nos. XIX and XX include two Estates each, the Estates are altogether 23 (*vide* note at foot of page 140 of the Correspondence Book).

3. The present claims as stated in the list attached to the Memoire of 28th June, 1926, ? reds 55-54, refer to 38 Estates, but as a matter of fact they refer to the same claims as were made in 1878 with the following exceptions:—

(*a*) Claim XIX in page VIII of the Correspondence, *i.e.*, 2 pieces of land in the District of Messaoria 50,000 donums in extent is omitted in the list attached to the Memoire.

(*b*) The list attached to the Memoire includes a plot of land of 126 donums in extent (the District and village in which the land is situated is not given) which was omitted in the list of claims originally submitted in 1878.

4. The list now submitted in the Memoire does not give particulars of the Estates. It describes them only by reference to the locality or village in which the lands are situated, and neither village nor locality is given in respect of 4 Estates.

* No. 9.

The spelling of the names of villages or localities is given in such varied way that only by careful comparison with the list given in 1878 one can identify the claims.

5. As stated in paragraph 3 above, the present list refers to 38 Estates numbered on the attached list, appendix A, No. 1 to 38, but of those Estates Nos. 15, 16, 17, 19, 20, 21, 23, 25, 26, 30, 31, 32, 33, 34, 35, 36 and 38, *i.e.*, 17 Estates are the same as those given in the same list under Nos. 9, 10, 8, 12. 6, 14, 1, 3, 5, 2, 18, 4, 13, 7, 24, 11 and 28 respectively. It is clear that the Estates were entered up twice in the list for the reason that the Seneds, *i.e.*, title deeds, which were drawn in Constantinople after the Occupation of the Island, were drawn, as was the practice, in duplicate, one copy being the temporary Sened given to the holder to be exchanged subsequently for the final certificate, and apparently both kept by the Sultan. No record whatever of these certificates was traced in the Land Registers of the Island, as they were not sent to Cyprus for record, presumably on account of the communication made to the Porte on 11th July, 1878, *vide* Inclosure in No. 1, page 1 of the Correspondence Book.

6. The Estates as claimed in list attached to the Memoire of 28th June, 1926, are the following in the order given in the list, *vide* also appendix A, viz.:—

No. 1 *and* 23: Agamas land 81,000 donums in Papho District refer to claim No. II in the list of claims submitted in 1878. A full report on this claim appears in Enclosure 2 in No. 128 of the correspondence, pages 97-101. The extent is much less than the extent given in the claim, and at present the land is partly delimited State Forest, partly under cultivation held under title deeds or uninterrupted possession by private individuals, and partly Hali waste land. I believe it includes also small tracts of land recorded as Merras = grazing areas assigned to the surrounding villages.

No. 2 *and* 30: Lapta or Lapithos in Kyrenia District 8 plots 35 donums refer to claim No. I in the list of 1878. Full particulars of the claim appear in Inclosure in No. 113, pages 79-86. These lands form part of a tract of land in Lapithos and Karavas villages in Kyrenia District known as Rub Lands, now treated as Vakf Idjarettein without extension of inheritance. The lands are held by title deeds or by uninterrupted possession by private individuals.

No. 3 *and* 25: Ayia Varvara or Muttokhori near Episkopi and Anarita in Paphos District, land 2,696 donums refer to claim XII in the list of 1878. Particulars of the land and possession are given in pages 112-115, Inclosure 12 in No. 128 of the Correspondence Book. This land is now in the possession of private individuals by title deeds or uninterrupted possession, and parts of it are Hali waste land.

No. 4 *and* 32: Salamiou in Paphos District, land 2,300 donums, refer to claim XIII in the list of 1878. Particulars of the land are given in Inclosure 11 in No. 128, pages 111-112 of the Correspondence Book. The land is now possessed by title deeds and uninterrupted possession by the inhabitants of Salamiou, Ayios Ioannis, Galataria and Malounda and the Monastery of Kykko. Practically the whole area is under cultivation and plantation.

No. 5 *and* 26: Pelendri in Limassol District, 2,000 donums refer to claim No. XVI in the list of 1878. Particulars of the lands are given in Inclosure 15 in No. 128, pages 121-122 of the Correspondence Book. Part of the lands is now possessed by title deeds and uninterrupted possession by the villagers of Ayios Mamas and Pelendria and a small part is still Hali waste land.

No. 6 *and* 20: Kochines or Kashanes (including Vikla and Fitilli Ovassi) near the salt lake at Larnaca in Larnaca District, 2,500 donums refer to claim No. XVII in the list of 1878, and are dealt with in Inclosure 16 in No. 128, pages 122-125 of the Correspondence Book. The claim comprises a very small area on the south forming part of Meneou Chiftlik registered in the name of the present holders of the Chiftlik, a large part of the remainder is held by title deeds and long and uninterrupted possession by the inhabitants of Scala town and the remainder, about half the claim, is marshy and saltish Hali waste land.

No. 7 *and* 34: Oritaes in Papho District, 19,890 donums refer to claim No. XI in the list of 1878 as dealt with in Inclosure 10 in No. 128, pages 109-111 of the Correspondence Book. The greatest part of this land is now the Oritaes Delimited State Forest, and a small part is in the possession of private individuals by title deeds and uninterrupted possession.

No. 8 *and* 17 Pyrgos in Nicosia District, 20,000 donums refer to claim XXI in the list submitted in 1878, dealt with in Inclosure 21 in No. 128, pages 129-131 of the Correspondence Book. The claim comprises:—

(*a*) Lands held by title deeds and by uninterrupted possession by the inhabitants of Pyrgo, Khalaeri and Pigaenia.

(*b*) Waste Hali lands.

(*c*) Part of the Delimited State Forest "Papho or Kykko Forest."

No. 9 *and* 15 : Ipsona in Limassol District, 4,000 donums refer to claim No. XIV in the list submitted in 1878 dealt with in Inclosure 13 in No. 128, pages 115-119 of the Correspondence Book. The claim comprises lands :—

(*a*) Held by title deeds and uninterrupted possession by the inhabitants of Ipsona, Kolossi and Trakhoni villages; and

(*b*) The assigned Merra of Kolossi village.

No. 10 *and* 16 : Livadia in Limassol District, 1,000 donums refer to claim No. XV in the list of claims submitted in 1878 dealt with in Inclosure 14 in No. 128, pages 119-121. The largest part of the area claimed forms part of the assigned Merra of Zakaki village, a small part being a marsh was planted up by Government to eliminate mosquito breeding and another part is still a marsh covered for the greatest part of the year by water.

No. 11 *and* 36 : Ayios Theodoros (at Valia) in Famagusta District, 37,326 donums refer to claim No. III in the list submitted in 1878 dealt with in Inclosure 3 in No. 128, pages 102-103 of the Correspondence Book. The area claimed comprises :—

(*a*) The Delimited State Forest "Valia";

(*b*) Lands held by title deeds and uninterrupted possession by the inhabitants of Ayios Theodoros, Gastria and Vokolidha villages; and

(*c*) A small extent is waste Hali land.

No. 12 *and* 19 : Nicosia Town in Nicosia District, 250 donums refer to claim No. VII in the list submitted in 1878. References to the claim appear in pages 61, 69 and 141 of the Correspondence Book. The land claimed is the Ditch round the fortifications of Nicosia Town and is now a Government plantation.

No. 13 *and* 33 : Kirkler and Chinghirli in Nicosia District, 35,000 donums refer to claim No. XX in list submitted in 1878 and are dealt with as follows :—

Kirkler in Inclosure 20 in No. 128, page 128, and Chinghirli in Inclosure No. 110, page 74 of the Correspondence Book. The claim refers to two Estates, viz. :—

"Kirklar," near Tymbo village, 2,000 donums. The whole area is vakf of the Ijare-i-vahide category and is administered by the Delegates of Evkaf.

"Chinghirli," 33,000 donums, near Palaekythro, Mora, Tymbou and Kaimakli villages in Nicosia District. The area is much less than the area described in the claim. A small part of the area was the assigned Merras of Palaekythro and Mora villages, but the villagers have long ago converted the Merras into arable lands. A small area is still waste Hali land and the other part is land held by title deeds and uninterrupted possession by the inhabitants of Palaekythro, Mora, Tymbou and Kaimakli villages.

No. 14 *and* 21 : Paleo Figaro, 700 donums, near the Salt Lake at Larnaca, refer to claim No. XVIII dealt with in Inclosure 17 in No. 128, page 124 of the Correspondence Book. The whole area forms part of the Idjare-i-vahide Vakf attached to the Hala Sultan Tekke and is administered by a special Mutevelli under the supervision of the Delegates of Evkaf.

No. 15 : See No. 9 above. Same Estate and entered up twice in the list attached to Memoire.

No. 16 : See No. 10 above. Do.

No. 17 : See No. 8 above. Do.

No. 18 *and* 31. : Randi in Limassol District, 19,000 donums, refer to claim No. VIII dealt with in Inclosure 7 in No. 128, pages 105 and 106 of the Correspondence Book. The claim comprises a small area in the possession of the inhabitants of Alektora and Pissouri villages. The largest part is the Delimited State Forest Randi.

No. 19 : See No. 12 above. Same Estate and entered up twice in the list attached to Memoire.

No. 20 : See No. 6 above. Do.

No. 21 : See No. 14 above. Do.

No. 22 : Akrotiri Toghan Bournou, 24,350 donums, in Limassol District, refers to claim No. IX dealt with in Inclosure 8 in No. 128, page 107 of the Correspondence Book and in Inclosure 1 in No. 133, page 139.

(The claim comprises the Limassol Akrotiri salt lake covering one-third of the area.) A small area of the claim is in the possession of Ayios Nikolaos Monastery attached to the see of Kitium by uninterrupted possession and recorded as belonging to it in the Essas Books, a small area is held by the inhabitants of Akrotiri village by title deeds and uninterrupted possession, one-third of the area forms the salt lake and the remainder is the Akrotiri Delimited State Forest. Captain Wauchope in his report of 25th March, 1880, page 107 of the Correspondence Book, states that part of the area is claimed by the Church and the remainder by the Vacouf. The latter statement is misleading as there is no claim to this area by the Vakf, but only the area is considered as part of the Arazi Mevkoufe Takhsisat category which for the purpose of the

claim cannot be treated on any other lines than as "Arazi Mirie." As regards the saline, please see paragraph 1 of page 107 and paragraph 1 of page 139 of the Correspondence Book.

No. 23 : See No. 1 above. Same Estate and entered up twice in the list attached to the Memoire.

No. 24 *and* 35 : Trikomo at Kharavdi, 60 donums, in Famagusta District refer to claim IV dealt with in Inclosure 4 in No. 128, page 103 of the Correspondence Book. Captain Wauchope's report as regards this claim is wrong. The total area comprised in the boundaries as claimed is some 300 donums, of which 240 donums are in possession of the inhabitants of Trikomo and Perivolia tou Trikomou by title deeds and the remainder is Hali, waste sandy place unfit for cultivation. The land is vakf, attached to the Abdullah Pasha Vakf of the category Arazi Mavkoufe Takhsisat and not "Ijarettein." It will therefore be treated on the same lines as other Arazi Mirie lands.

No. 25 : See No. 3 above. Same Estate and entered up twice in the list attached to the Memoire.

No. 26 : See No. 5 above. Do.

No. 27 : Prastion at Mandres locality, 10,125 donums, in Famagusta District, refers to claim No. VI in the list submitted in 1878 dealt with in Inclosure 6 in No. 128, pages 104-105 of the Correspondence Book. The area claimed comprises some 2,400 donums pasture ground registered and assigned to Prastion village, 600 donums pasture ground registered and assigned to Gaidhoura village, 330 donums pasture ground registered and assigned to Kouklia village. A large part of the remaining area being marshy is now included in the Kouklia Reservoir constructed for irrigation purposes and a large part had been reclaimed and is now held by title deeds by private individuals.

No. 28 *and* 38 : Ayios Khariton, 7,612 donums, in Famagusta District, refer to claim No. V in the list submitted in 1878 dealt with in Inclosure 5 in No. 128, pages 103 and 104 of the Correspondence Book. The claim comprises a small part of the Kartal Dagh Delimited State Forest, the lands held by title deeds and uninterrupted possession by the inhabitants of Ay. Khariton village and a large area of uncultivated Hali waste land.

No. 29 : Gypsos (Ayios Yeorghios tou Tzere), 2,265 donums, in Famagusta District refers to claim No. X in the list submitted in 1878 dealt with in Inclosure 9 in No. 128, pages 108-109 of the Correspondence Book. The claim comprises a small part of the Ipsarovouno Delimited State Forest, the largest part comprises the cultivated lands of the villages of Platani, Ayios Iakovos and Gypsos held by title deeds and a small area of uncultivated waste Hali lands.

No. 30 : See No. 2 above. Same Estate and entered up twice in the list attached to the Memoire.

No. 31 : See No. 18 above. Do.

No. 32 : See No. 4 above. Do.

No. 33 : See No. 13 above. Do.

No. 34 : See No. 7 above. Do.

No. 35 : See No. 24 above. Do.

No. 36 : See No. 11 above. Do.

No. 37 : 126 donums land. As neither village nor locality with boundaries is given in the list I have been unable to identify this claim. It is clear, however, that it was not included in the original list of claims submitted in 1878.

No. 38 : See No. 28 above. Same Estate and entered up twice in the list attached to the Memoire.

7. The claims are based on title deeds alleged to have been issued in Constantinople in the name of the Ex-Sultan at two different dates, *i.e.*, Redjeb, 1295, and Zilhidje, 1295 = end of July and end of November or beginning of December, 1878, respectively, *i.e.*, after the British Occupation of the Island on the 12th July, 1878. The ex-Sultan tried to register these title deeds in the archives of the Land Registry Office, Cyprus, which the British Government refused as the validity of the title deeds was disputed, *vide* page 170, Inclosure in No. 145, and the matter was not proceeded with any further since November, 1880.

8. The following reasons appear to have been given by Captain Wauchope, who carried out the investigation into the claims for the non-validity of the title deeds :—

(*a*) That the alleged sales took place after the British Occupation of the Island.

(*b*) That most of the lands claimed were not of the "Arazi Mirie" ve "Emlak-i-Houmayioun" category and therefore could not be sold by the Porte under Art. IV of the Convention of 1st July, 1878.

(c) That the formalities of the Law were not complied with when the alleged sales took place.

The Turkish Delegates on the other hand argued that the lands claimed were properly registered in the name of the Sultan for the following reasons, *vide* pages 147-153 of the Correspondence Book :—

(a) That the sales did not take place after the occupation of the Island and only the completion of registration was made after the occupation.

(b) That practically all lands claimed were :—

(i) Lands of the Arazi Mirie category dependent on villages deserted by their inhabitants coming under the provisions of Art. 130 of the Land Law; and

(ii) Lands of Arazi Mirie that have been waste *ab antiquo*, *i.e.*, since the conquest of the Island;

(iii) That it was not necessary for the Sultan to comply with the formalities required by Law for the sale of any land and that he might even sell them by special Imperial degree without putting the lands up to auction.

9. To determine the value of the arguments advanced by both sides, the category of the land claimed should have been determined beforehand. Captain Wauchope deals with the category of the land of each claim, but the Turkish Delegates very scrupulously abstained from dealing with this subject. In view, however, of the provision of clause IV of the Convention this is necessary, and as the lands are of different categories, the several claims have been classified under the class of land to which they belong, as follows :—

Arazi Mevkoufe Sahiha, i.e., Dedicated Lands.

Dedicated lands are of three kinds :—

(i) Idjare-i-Vahidelu Lands.

(ii) Idjaretteinlu Lands.

(iii) Muquattalu Lands (there are no Muquattalu lands involved in the claims and therefore this sort of dedicated land is not to be dealt with in this memorandum), *vide* Evkaf Laws, Omer Hilmi, Art. 178, page 43.

Claims No. 13, 33, 14 and 21.

(i) *Idjare-i-Vahidelu Lands* are neither sold nor inherited. They are leased by their Trustees or the Evkaf authorities for short or long periods not exceeding 3 years, Omer Hilmi, page 71, Art. 272.

Claims No. 13 *and* 33 : So far as they relate to the Kirklar lands, 2,000 donums (No. XX in the original list of claims submitted in 1878), and

Claims No. 14 *and* 21 : Paleofigaro, 700 donums (No. XVIII in the original list of claims submitted in 1878), refer to lands of this category. The sale of them, if any took place, is illegal and of no effect. If the lands have for some reason or other been left fallow and no revenue from them obtained for the Vakf, and there were no tenants willing to lease them, the lands could with the permission of the Sheri Judge be granted by the Trustees or Evkaf Authorities as Idjarettein, *vide* Evkaf Laws, Omer Hilmi, Art. 275, page 72, and Art. 187, page 45. The title deeds alleged to have been issued in the name of the Ex-Sultan state that these lands reverted to the State by reason of being " Hali " or " waste " or " uncultivated." Such a statement is incorrect as lands Arazi Mevkoufe never revert to the State, but only to the Vakf.

The Correspondence Book also clearly shows that the alleged transaction took place after the Occupation of the Island and clause II of the annex to the Convention clearly defines that the administration of Evkaf affairs is vested in the Delegates of Evkaf in Cyprus. In the circumstances the alleged sale and issue of title deeds in Constantinople are invalid, but assuming that they are valid the lands are in the possession of the Vakf and not of the Government.

(ii) *Idjaretteinlu Lands* are dedicated lands or other properties granted at a double rent by the Vakf for the first time. A sum equal to the value of the property called Idjare Muadjelle is paid to the Evkaf on delivery of the land or of the property and a small annual sum called Idjare Muedjelle is paid at the expiration of each year. The grantees who are deemed as lessees have the right to use and dispose of them as long as they live and upon their death they are transferred upon their children without payment of the equivalent value. If they die without children they revert to the Vakf, *vide* Evkaf Laws Omer Hilmi, Art. 187 and 188, p. 45. As stated above, the right of inheritance was limited to the children only, but by Law of 2 Zilkade, 1285 (page 172 of Ongley's Translation of Land Laws) the right of inheritance is extended where application is made for such, as the law is optional, to further degrees of kindred such as brothers, grandchildren, parents, sisters, husband or wife, Evkaf

Laws Omer Hilmi, Art. 189 and 190, pages 46, 49. Thus the Idjaretteinlu lands are again divided into two classes;

(a) Idjarettein without Extension of inheritance.

(b) Idjarettein with Extension of inheritance.

Claims No. 2 *and* 30 at Lapithos, 35 donums irrigated lands (claim No. I in the original list submitted in 1878) refer to lands of this category without extension of inheritance (originally these lands were of the Idjare-i-vahide category, but as it appears from a report of the Minister of the Evkaf dated 3 Mart, 1289, 15 March, 1873, the tenants were allowed to take possession of them as Ijaretteinlu, *vide* page 82 of the Correspondence Book D and E). The alleged title deeds for this claim state that the lands became Mahlul by the death of Hassan Agha without heirs and reverted to the State. *Vide* No. 113, pages 78-79 and subsequent Inclosures of the Correspondence giving the history of these properties. As stated above these properties were until 1873 treated as Idjare-i-vahide and after 1873 were offered to the tenants as Idjarettein, because they were actually held as such by the tenants. Hassan Agha died in 1869 leaving a brother who apparently took possession of the lands. Had the lands been Idjare-i-vahide as it was then contended by the Evkaf Officials the proper course was for the Evkaf Authorities to let the properties as such in 1869 on Hassan Agha's death. Had the properties been Idjarettein without extension of inheritance they on Hassan Agha's death became vacant " Mahlul " and reverted to the Vakf and the Evkaf authorities had to lease them by auction. This procedure was apparently started in 1876. *vide* Inclosure F, page 83 of the Correspondence Book, but the sale had not been concluded before the Occupation of the Island took place and the sale should have been left for the Delegates of Evkaf in Cyprus to proceed with in accordance with clause II of the Annex to the Convention. However it may be, and assuming the transaction in Constantinople was properly carried out and the title deeds that had been issued are valid, the issue is as between the Ex-Sultan's heirs and the present holders of the properties.

Arazi Mevat = Dead or waste land.

The term is applied to vacant places including otlak = grass land which are not in the posession of anybody, have not been left or assigned to the inhabitants, and are distant from town or villages so that the loud voice of a person from the extreme inhabited spot cannot be heard, that is about a mile and a half to the extreme inhabited spot or a distance of about half an hour, *vide* Art. 6 of the Land Code, page 6 of Ongley's translation. This kind of land can be opened up newly and created into arable land with the permission of the official gratis *by the person having need of it* on condition that its servitude shall belong to the treasury Beit-ul-Mal = State Treasury and all provisions of the law in force concerning other cultivated land are applicable to lands of this category also (*i.e.*, the lands so granted from Arazi Mevat become Arazi Mirie lands), but if the person does not open up the place which has been taken and transferred to him with the permission of the official and leaves it for three years in its past state without valid excuse it shall be given to another. If any one has opened up and created into arable land any of this category of land without permission, the Tapou value of the place opened up shall be taken from him and a tapou sened = title deed shall be given, *vide* Article 103 of the Land Code, pages 54-55 Ongley's translation. Also article 13 of the Tapou Law of 8 Jemazi-ul Akhir, 1275, Ongley's translation, page 76 provides that Arazi Mevat is to be given gratis and without fee to persons who desire it for agriculture and improvement only and forbids the Valis, Kaimakams, Kaza Mudirs and Mal Memours to allow persons to take it with other supposition and especially not to allow title deeds to be given and possession granted to persons for places which have been left and assigned to the public benefit and Jibal Mubah (mountains belonging to the State, but left free for public use as pasture, Redhouse dictionary). According to the " Hidaia," a work on Mussulman jurisprudence " Mevat " means any piece of unproductive land either from want of water, or by the fact of inundation or from any other cause which prevents its cultivation. Also any piece of ground which for a long time has remained uncultivated without belonging to anyone. The lands described in the claims detailed below come under this category, *i.e.*, " Arazi Mevat."

Claim No. 1 *and* 23 : Agamas (original claim No. II), the whole area except lands under cultivation and in the possession of private individuals is Arazi Mevat two-thirds of it being Jibal Mubah, *i.e.*, Mountains, free to all. It could not, therefore be granted unless the Jibal Mubah area was separated, *vide* Art. 13 of the Tapou Law, Ongley's page 76. Also the other area could not be granted, as Arazi Mevat is granted to persons having need of it for agriculture and improvement only, *vide* Art. 103 of

the Land Code. The Ex-Sultan, it cannot be argued that he was in need of land for agricultural purposes, but assuming that the grant could be made excluding the Jibal Mubah area which under the Law could not be granted, the Sultan has lost all claim on the land having left the land in its past state for over 3 years without any valid excuse, *vide* Art. 103 of the Land Law and the non-recognition by the British Government of the validity of his title deeds without previously establishing his claim in a Court of Law as was suggested to him is not a valid excuse. The Correspondence Book clearly shows that proceedings for the sale of this area started in 1877 and the sale finally took place in Constantinople on the 20th July, 1878, *vide* page 100. Under the Annex to the Convention of 1st July, 1878, neither the Sultan nor the Constantinople Authorities could dispose of Arazi Mevat in the Island as at that date they were entitled to dispose of Arazi Mirie land only (and Emlaki Houmayioun, *i.e.*, Crown Lands of which there were none in Cyprus). The Turkish Delegates being fully aware of these legal objections to the disposal of Arazi Mevat land refused to recognise any of the lands claimed by the Sultan as appertaining to the Arazi Mevat category and claimed them " as partly belonging to the category of lands dependent on villages deserted by their inhabitants as mentioned in Article 130 of the Land Law and partly consisting of Arazi Mirie = State lands that had been waste *ab antiquo*, *i.e.*, since the conquest of the Island." The answer to this argument is that Agamas was not a village, the official records of the Island do not show that it was ever constituted as such, the existing ruins show only prehistoric towns and some recent habitations that were occupied by shepherds and agriculturists from the surrounding villages who lived in isolated groups during the sowing and the harvest seasons, the shepherds alone being the permanent residents. Therefore there was neither village nor desertion of the village as contemplated by Art. 72 and 130 of the Land Law and the arable lands that were *ab antiquo* under cultivation continued to be cultivated, the object of the law being to keep the arable lands under cultivation. As regards the uncultivated areas it is clear from the definition and provisions of the Land Law that they are Mevat, but assuming that the area is not Mevat and that it is Arazi Mirie, under Art. 72 of the Land Code *only the land belonging to the inhabitants* becomes the right of Tapou and can be disposed of and not the waste lands and Jibal Mubah which never belonged to the inhabitants. At present the whole area that appears to have been under cultivation in old times is under cultivation and if the alleged sale actually took place the Sultan has thereby purchased the lands that originally belonged to the villagers and are still in the possession of the villagers as Arazi Mirie having been cultivated from Arazi Mevat.

Claim No. 3 *and* 25 : Ay. Varvara or Muttohori (original claim No. XII). The alleged title deed states that the land was " Hali " without owner. The area involved comprises Otlak = pasture ground and Tashlik = stony places of the Arazi Mevat class, *vide* Art. 103 of the Land Code. The place is not known to have ever been a village. Same remarks as for claim No. 1 and 23 above. Most of the area is now under cultivation as Arazi Mirie having been cultivated from Arazi Mevat.

Claim No. 4 *and* 32 : Salamiou or Eliokhori (original claim No. XIII). The expression Eliokhori means place planted up with olive trees and not a village as no village appears to have existed at this locality. The area involved though previously Arazi Mevat appears to have been converted to Arazi Mirie by cultivation and at the time of the alleged sale notwithstanding the statement in the title deed that it was Hali was proper Arazi Mirie being under cultivation, but could not be brought under Art IV of the Convention unless the Porte read this as giving her power to dispossess the owners of Arazi Mirie in favour of the Sultan.

Claim No. 5 *and* 26 : Pelendri (original claim No. XVI). The area involved was originally Jibal Mubah = mountainous pasture ground Arazi Mevat as ruins of some sheepfolds are found here and there. It must have been taken up for plantation of vines as traces of the banks of the vineyards are still visible in the uncultivated areas. At the time of the alleged sale the whole cultivated area was Arazi Mirie held by the inhabitants of Ay. Mamas and Pelendria and if it was uncultivated, as stated in the alleged title deeds, it was left so for valid excuses such as are mentioned in Art. 68 of the Land Code and therefore could not be confiscated and disposed of contrary to the provisions of the law and the Annex to the Convention.

Claim No. 6 *and* 20 : (i) Kochines or Kashanes (ii) Vikla and (iii) Fitilli Ovasi original claim No. XVII. The alleged title deed for this claim states that the land is Hali and without owners and that a Saline is included. The Saline is the lake east of the Larnaca Kiti road and is not a Saline. Half of the area claimed is land under cultivation and is proper Arazi Mirie. It is fertile land near the town and has never been left uncultivated and without owner so as to be confiscated under the provisions of Article 68 of the Land Code. The only area that was and is still actually unoccupied

is the lake and the marshy and saltish area round the lake which being far from the town and village, is Arazi Mevat and as such being used as Otlak = pasture ground, could not be sold.

Claim No. 7 *and* 34 : Oritaes (old claim No. XI). This area bears signs of prehistoric towns and habitations. The alleged title deed states that the land being Hali or uncultivated reverted to the State. " Hali " is a very vague expression as this means vacant and may apply to Arazi Mirie and Arazi Mevat. The land is positively Arazi Mevat with Jibal Mubah and the remarks on claim No. 1 and 23 apply to this claim as well.

Claim No. 8 *and* 17 : Pyrgos (old claim No. XXI). The alleged title deed for this claim describes the land as " for a long time being without owners and the property of the State." This statement is incorrect as half of the area claimed was and had always been the lands of the adjoining villages Pyrgo, Pigaenia and Khalaeri held by title deeds issued long before the alleged sale to the Sultan. The lands so held were of the Arazi Mirie category. The remaining half was Jibal Mubah and Forests originally Arazi Mevat but treated as Forest under the Forest Law of 11 Sheval, 1286, *i.e.*, 9 years before the alleged sale.

Claim No. 11 *and* 36 : Ayios Theodoros or Valia (old claim No. III). The alleged title deed describes the land as " Hali or waste and uncultivated." As in all other claims lands held by title deeds and uninterrupted possession were included within the boundaries of the claim. Apparently such cultivated lands were not to be claimed by the Sultan and only the uncultivated area was intended to be registered in his name. The uncultivated area was, however, Arazi Mevat and Jibal Mubah and Forest and could not be sold. The remarks on claim 1 and 23 above apply to this claim as well.

Claim No. 13 *and* 33 : So far as it relates to " Chinghirli " 33,000 donums (old claim No. XX) the title deed describes the land " as being waste and uncultivated for a long period and therefore reverted to the State." The area claimed comprises a small area which formed the assigned Merras = pasture grounds, of Palaekythro and Mora, the remaining area was Arazi Mevat used as Otlak = pasture places as the ruins of numerous sheepfolds are still in existence. It was not and has never been a village and could not be considered as a deserted village. As there is and has always been bad need for agricultural land practically the whole cultivable area has been brought under cultivation. The remarks under claim 1 and 3 as to the impossibility of the sale apply to this claim.

Claim No. 18 *and* 31 · Randi (old claim No. VIII). The alleged title deed describes this land as " being Hali or uncultivable and waste reverted to the State." The land is on all fours with the Oritaes claim No. 7 and 34 above and the remarks on claims No. 1 and 23, 7 and 34 apply to this claim as well.

Claim No. 22 : Akrotiri (old claim No. IX) the alleged title deed describes the lands as " being Hali waste or uncultivated and left without owner for a long period reverted to the State." Also that these lands contain a Saline. This statement is incorrect in so far as it refers to lands in the possession of the villagers and the Monastery by title deeds and uninterrupted possession. As regards the Salt Lake it was always treated as Government property and cannot be stated to have been left without owner. Besides this it formed part of the Revenue of the Island and under clause III of the Annex to the Convention could not be interfered with by the Porte. The remaining area comprises Otlak = pasture, Mubah woodland and marshy, saltish lands which are Arazi Mevat and cannot be considered as lands belonging to a deserted village, because there are no records of any village existing there or of any commune deserting the place. The remarks on claim No. 1 and 23 apply to this claim also.

Claim No. 27 : Prastion or Mandres (old claim No. VI). The alleged title deed describes the lands as " being Hali or waste and uncultivated for a long period they reverted to the State." Again the description is incorrect as in all other cases as these lands have never been under cultivation, but were always treated as Arazi Mevat Otlak Mubah, *i.e.*, pasture grounds. The Mandres = sheepfolds standing thereon are not remains of a village or a commune but they afforded shelter to the flocks and the shepherds. The land being Arazi Mevat and Otlak could not be sold nor could the Porte interfere with it in view of the provision in the Annex to the Convention limiting the power of the Porte to the sale of Arazi Mirie and Emlak-i-Houmaiyoun only.

Claim No. 28 *and* 38 : Ayios Khariton (old claim No. V). The title deed describes the lands as " being Hali or waste they reverted to the State," but the statement is incorrect. At the time of the alleged sale and registration in the name of the Sultan, Ayios Khariton village was in existence The cultivable area was under cultivation and the uncultivated places within and round the cultivated area were Otlak, *i.e* , pasture grounds. The claim also comprises Jibal Mubah, *i.e.*,

mountainous pasture grounds and as the Otlak and Jibal Mubah are Arazi Mevat they could not be sold under Art. IV of the Annex to the Convention. The Arazi Mirie lands within the area claimed were not waste lands so that they might be disposed of in accordance with Art. IV of the Convention. I may add that within the cultivated Arazi Mirie area there are patches of uncultivated lands which under Art. IV of the Annex to the Convention could be disposed of by the Porte, but such lands are stony and practically of no value. They are still and will always remain waste.

Arazi Metruke lands, i.e., *lands left or assigned to the Public.*

Arazi Metruke lands are of two classes:—

(i) Places left for the Public (such as roads).

(ii) Places left and assigned to the inhabitants in general of a village or town or of several villages or towns, Merras, *i.e.*, pasture lands assigned to the inhabitants of towns or villages are of this category, *vide* Art. 5 of the Land Code, Ongley's translation, page 6. Arazi Metruke lands whether woods, forests, market places or Merras = pasture lands can neither be sold nor bought nor can title deeds be given to a person to possess them by himself, *vide* Articles 91, 92, 94, 95, 96 and 97 of the Land Code, Ongley's translation, pages 48-51.

The claims comprise lands of the above class of Arazi Metruke as follows:—

Claim No. 9 *and* 15: Ypsona (old claim No. XIV). It so far relates to the Merra, *i.e.*, pasture ground of Kolossi village. The Merra of Kolossi appears in the Books of the Land Registry Office as an assigned Merra of the village many years prior to the alleged sale and registration in the name of the Sultan. Within the area claimed there are Arazi Mirie lands dealt with under the Chapter Arazi Mirie.

Claim No. 10 *and* 16: Livadia (old claim No. XV). Practically the whole area is the assigned and registered Merra of Zakaki village. A very small area about one-tenth of the area is marshy and is dealt with under the Arazi Mirie Chapter.

Claim No. 13 *and* 33: Chingirli (old claim No. XX). It so far relates to the Merras of Palaekythro and Mora villages. These Merras were assigned and recorded in the Land Registry Books as Merras several years before the alleged sale and registration in the name of the Sultan.

Arazi Mevkoufe Takhsisat = land dedicated for some pious object.

The lands of this category are lands that were formerly Arazi Mirie and have been made Vakf, *i.e.*, dedicated to some pious object, by the Sultan or by others with the permission of the Sultan. Such dedication consists only of all or any of the Government dues such as tithes, taxes, fees on sale and inheritance, the equivalent value of vacant land but not of the land itself. For these reasons lands so dedicated are not real Vakf lands like the Arazi Mevkoufe Sahiha lands, dealt with above, but they are of the Takhsisat category. The Laws and Regulations applying to the class of Arazi Mirie lands apply to this class of Arazi Mevkoufe Takhsisat lands. Of all claims only one, particulars of which are given below, belongs to this class of Arazi Mevkoufe Takhsisat.

Claim No. 24 *and* 25: Trikomo at Kharavdi (old claim No. IV). The alleged title deed describes the lands as "being Hali waste and uncultivated and for a long period without owner they reverted to the State." The largest part within the area claimed is good land that has always been under cultivation held by title deeds and has never been left waste or vacant, but on the south of it there is a stretch of sandy land along the sea which has never been nor can be cultivated and such cannot be held by title deed nor disposed of in any way by Government because the places of which the grant and gift comes to the Government are arable fields, pastures, Yaylaks = summer pastures, Kishlaks = winter pastures, woods, &c., *vide* Art. 3 of the Land Code, Ongley's translation, page 3, unless the land was applied for to be converted and possessed in such manner as the Land Law provides.

Arazi Mirie = State lands.

The largest part of lands in the Ottoman Empire as well as in Cyprus belongs to this class. The ownership of the land remains always to the State and only the possession of same is given, the possessor holding it like a tenant who is by Law allowed to sell and mortgage it and on his death the land is transferred free on payment of a certain intikalie = inheritance fee to a certain degree of heirs. The land reverts to the State for non-cultivation without valid excuse for a period exceeding 3 years (now provision modified) or for the non-existence of heirs within the degree of heirs mentioned in the Law. A person can acquire possession of such land by

purchase through the medium of the official, by grant from the State or by 10 years' uninterrupted possession and cultivation from Hali = vacant Arazi Mirie land. *Vide* Art. 3 and 36, of the Land Law, and Art. 5 and 8 of Law 7, Shaban, 1276, Ongley's translation, pages 91-93. The lands in the following claims belong to this class of lands, *i.e.*, of the Arazi Mirie category.

Claim No. 9 *and* 15: Ypsona (old claim No. XIV) excluding such area as is the Merra of Kolossi village, Arazi Metruke, dealt with above under the Arazi Metruke Chapter. The alleged title deed describes the lands as "being Hali waste and uncultivated for a long period they reverted to the State." The statement is incorrect as with the exception of the Merra referred to above the whole area was and has always been under cultivation and assuming that the Porte had the power under Art. 4 of the Annex to the Convention to sell freely lands of the Arazi Mirie category it had the power to sell only vacant or waste lands which reverted or belonged to the State but not lands held by title deeds or uninterrupted possession over 10 years. The alleged sale is therefore illegal and cannot be recognised though the issue is now as between the ex-Sultan's heirs and the owners of the lands.

Claim No 10 *and* 16: Livadia (old claim No. XV) excluding the Merra = pasture ground of Zakaki village dealt with under the Arazi Metruke Chapter. The one-tenth of the area claimed is Arazi Mirie land, but being marshy could not be held by title deed. The remarks on claim No. 24 and 35 Arazi Mevkoufe Takhsisat as regards possession apply to this land as well.

Abandoned Arazi Mirie Lands.

Art. 72 of the Land Law provides that where all or part of the inhabitants of a town or village quit the place without valid motive and do not return within 3 years and thus leave the land uncultivated, *the land belonging to them* becomes the right of Tapou, *i.e.*, reverts to the State, and the State will have the right to dispose of it as provided in the Law. In this connection Art. 130 of the Land Law provides that the land of a village whose inhabitants have been scattered and it is impossible to bring back that village to its original state by bringing in fresh agriculturists and conferring upon them the land separately, the land can be given in lots to one, two or three persons in order to make that village into a chiflik. Though the Turkish Delegates argued that practically all lands claimed by the Ex-Sultan are lands belonging to deserted villages, only one claim appears to be for such land. viz.:—

Claim No. 29; Gypsos or Ayios Yeorghios tou Tzere (old claim No. X). That such a village existed is still within living memory, but though the inhabitants left the village they did not abandon their lands. The inhabitants, Christian and Moslem, were often molested by the Moslem or Christian inhabitants of the surrounding villages on account of grazing disputes, and the Moslem inhabitants settled in Platani, a Moslem village, and the Christian inhabitants in Gypsos, a Christian village. Both sections of the emigrated inhabitants continued to cultivate the lands belonging to them, and went on clearing and cultivating waste land that was used before as Otlak = pasture place. Therefore there was no desertion of *the lands* belonging to the emigrated inhabitants, as they have never been left uncultivated or waste so as to become the right of Tapou and be sold by the Porte as vacant lands belonging to the State.

Emalak-i-Miri Lands.

Claim No. 12 *and* 19: Nicosia (old claim No. VII). Captain Wauchope in his reports, pages 61 and 141 of the Correspondence Book, refers to claim No. 12 and 19, *i.e.*, the Ditch round the Ramparts as well as the salt lakes at Larnaca and Limassol as being Emlak-i-Miri lands. There is no such class of lands as classified under the Land Laws, and I believe that what Captain Wauchope intended to say is that these lands belonged to the Government as Government property in the same way as Government might acquire from an individual Mulk or Arazi Mirie property. The same can be stated of Emlak-i-Houmayioun lands mentioned in the Annex to the Convention which means properties of any category owned by the Crown (of which none exist in Cyprus). The Turkish Delegates in their letter of 28th May, 1880, to Captain Wauchope, page 152, answer 14 of the Correspondence Book, argue that these lands are State lands, *i.e.*, Arazi Mirie and not Emlak-i-Mirie as stated by Captain Wauchope, page 141, para. 12, and that as State lands they could be disposed of. These lands comprise only the Ditch round the fortifications, formed by the removal of the earth taken for the construction of the Ramparts, and is required (*a*) for the safety of the town as the use of same as Arazi Mirie by a person might entail the filling up and practically the levelling of the ground with the walls protecting the town from an outside enemy attack; and (*b*) to protect the town against a flood of the Pediaeos

river. They were positively intended and constructed for public benefit, and one might reasonably consider them as belonging to the class of Arazi Metruke, *vide* Chapter above "Arazi Metruke." (The Ditch is part of the fortifications, and the Cyprus Courts pronounced the fortifications in a case to which I cannot give reference now as Metruke), but even if they do not belong to this class and are of the Arazi Mirie category, they are properties necessary for the administration of the Island, and could not be sold in the same way as other Government properties which the Porte did not claim.

Reasons for the Non-validity of the Alleged Sales and Registration in the Name of the Ex-Sultan.

10. Besides the reasons stated above for the invalidity of the alleged sales and registrations effected in Constantinople, Captain Wauchope gives also the following reasons:—

(*a*) That all alleged sales were effected in Constantinople after the proclamation by Lord Hay of 17th July, 1878, prohibiting the sale of land in Cyprus, and which remained in force until the 6th or 7th April, 1879, and all alleged sales took place during this period. This argument has, I think, to be considered with the agreement in the Convention of 4th June, and the Annex of 1st July, 1878. Under the Convention the administration of the Island is vested in the British Government, and Lord Hay was empowered to make the prohibition, but not, I think, as regards State lands which under Clause IV of the Annex the Porte could freely sell and lease, and the only point for consideration is whether the lands so sold are all or any of them such as could be sold by the Porte under Clause IV of the Annex. The answer to this is in the negative as explained above.

(*b*) That there have been irregularities at the sale, and certain formalities required by Law such as offering the lands to the persons having the right of Tapou and giving public notice in Cyprus of the intended sale at Constantinople and calling bids from Cyprus were not complied with. Captain Wauchope appears to have based these remarks on the provision in Art. 18 of the Tapou Law, Ongley's translation, page 78, for the sale of Mahlul lands of an area exceeding 500 donums at Constantinople. The provision, however, in Art. 18 was modified by the Regulations of Redjeb, 1288, *i.e.*, 7 years before the alleged sale and under the modified Regulations, page 212, of Ongley's Translation of Land Code the sale should have taken place in Cyprus by the proper authorities in the Island, and only notices of the sale published in the papers of Constantinople. In the circumstances, assuming that the properties could be lawfully sold, the sales that took place should, I think, be considered as invalid not for the reasons of non-compliance with certain formalities, but because they were carried out by an incompetent authority.

Bona Fides of Sales.

11. The bona fides of the alleged sales was much discussed in the Correspondence Book, and considerable doubt exists as to whether the alleged sales ever took place. I may give the following facts that may throw some light on the apparent intentions of the Ex-Sultan in connection with these alleged sales and registrations. In Haziran, 1294, *i.e.*, May, 1878, a certain Banker of Mytilene named Kourji arrived in Cyprus and effected considerable purchases in the Town of Scala all along the sea shore and the high ground west of Scala. He also purchased some plots in Limassol town. Some other Bankers from Beyrout, Sursock Brothers, purchased considerable areas along the Larnaca sea-shore and on the high ground west of the Larnaca-Famagusta road. These sales took place just 2-3 weeks before the signing of the Convention and no doubt the handing over of the Island to England had been known by them and so they proceeded with the purchases expecting that the prices of land would go up upon the British Occupation. These facts must have been brought to the notice of the ex-Sultan who may have considered that the registration in his name of lands which were then considered as vacant would afford him a chance of speculation. A search appears to have been made in the Land Registry Office at Constantinople where it was found that questions were referred to Constantinople in connection with three Estates at the time considered as vacant or waste, *i.e.*, Agamas Lapithos and Psevda and these Estates appear to have been registered in Constantinople in the name of the Ex-Sultan. These were the only Estates that were claimed until the 24th October, 1878, *vide* Inclosure in No. 34, page 21 of the Correspondence Book. Later, *i.e.*, on the 30th November, 1878, the Ex-Sultan submitted a revised list or an extract of title deeds registration for seven Estates as follows: (1) Agamas, (2) Nicosia, (3) Lapithos, (4) Ayios Khariton near Trypimeni,

(5) Valia, (6) Trikomo Kharavdi and (7) Mandres Prastion, *vide* Inclosure 2 in No. 52, page 33 of the Correspondence. No. 1 and 3 were mentioned in the original list submitted on 24th October, 1878. The Estate at Psevdas mentioned in the original claim was omitted from the second list apparently because it was found that this Estate belonged to the Sinai Monastery, and a foreigner of considerable influence, Mr. Richard Mattei, was interested in the Monastery's claim. Again later, on the 17th February, 1879, a fresh list of claims was submitted for the Estates dealt with in this memorandum, *vide* pages 41-43 of the Correspondence Book. This clearly shows a flagrant attempt by the Ex-Sultan to lay hands on every tract of land that it was believed to be vacant or waste.

Present State of the Lands claimed.

12. The present state of the lands claimed may be summed up as follows:—

(a) *In the possession of private persons by title deeds or uninterrupted possession.*

A small area of claim No. 1 and 23. the whole of claim No 2 and 30, the largest part of claim No. 3 and 25, the whole area in claim No 4 and 32, the largest part of the area in claim No. 5 and 26, a large part of the area in claim No. 6 and 20, a small area of claim No. 7 and 34, half the area in claim No. 8 and 17, the whole of claim No. 9 and 15 except the Kolossi Merra, a small part of the area in claim No. 11 and 36, the largest part of claim No. 13 and 33 "Chingirli," a small part of claim No. 18 and 31, part of the area in claim No 22. the largest part of claim No. 24 and 35, a large part of claim No. 27, a large part of the area in claim No. 28 and 38, and the largest part of claim No 29.

(b) *In the possession of pious foundations held as Vakf*, i.e., *dedicated lands.*

The whole area of Kirkler in claim No. 13 and 33 and the whole area in claim No. 14 and 21.

(c) *In the possession of village communities as pasture grounds assigned and recorded in the Land Registry Office Books as such.*

Part of claim No. 9 and 15, the greatest part of claim No. 10 and 16, part of the Chinghirli lands in claim No. 13 and 33, part of the land in claim No. 27.

(d) *Delimited State Forests.*

The largest part of claim No. 1 and 23, practically the whole area of claim No. 7 and 34, nearly half the area of claim No. 8 and 17, the largest part of claim No. 11 and 36, also the largest part of claim No 18 and 31, a small area of claim No. 28 and 38, also a small area of claim No. 29. All these were State Forests long before the occupation of the Island, and only a small area of claim No. 10 and 16 was made a Government plantation and the Akrotizi Forest, part of claim No. 22 was delimited as State Forest after the occupation.

(e) *In the possession of the Government of Cyprus as Government properties.*

The Salines at Larnaca and Limassol included in claim No. 6 and 20 and 22. The whole land in claim No. 12 and 19, part of the land in claim No. 27 being the bed of the Kouklia Reservoir.

(f) *Waste lands*, which the Public is allowed under the provisions of the Land laws to reclaim and convert into arable lands A small part of the land in claim No. 1 and 23, part of claim No. 3 and 25, a small area of claim No. 5 and 26. half the area in claim No. 6 and 20, part of the area in claim No. 8 and 17, a small area in claim No. 11 and 36, part of the Chinghirli land in claim No. 13 and 33, part of the land in claim No. 24 and 35, part of the area in claim No. 28 and 38, a small area of claim No. 29.

A. Papapetro,
Ag. Director of L.R. and Surveys.

Appen

List of Lands in Cyprus claimed by the Heirs of the

Serial number (added for reference).	*Date of alleged registration.*	*Registration if any in the Land Registers of Cyprus.*	*Kind of property.*	*Name of village or locality as given in the list attached to the Memoire.*
1	25 Redjeb, 1295	Nil	Field	Ikame
2	21 Redjeb, 1295	Nil	Field (8 plots)	Leniex
3	3 Zilhidje, 1295	Nil	Field	Ayarser
4	,,	Nil	Field	Salamla
5	,,	Nil	Field	Beldiri
6	,,	Nil	Field	Fochnir
7	,,	Nil	Field	Oridiz
8	,,	Nil	Field	Berkod
9	,,	Nil	Field	Ebsante
10	,,	Nil	Field	Livadie
11	,,	Nil	Field	Aya Toner
12	,,	Nil	Field	Lefkoshe
13	,,	Nil	Field	Nil
14	,,	Nil	Field	Balio Figarod
15	,,	Nil	Field	Ebsone
16	,,	Nil	Field	Livadie
17	,,	Nil	Field	Berko
18	,,	Nil	Field	Nil
19	,,	Nil	Field	Lefkoshe
20	,,	Nil	Field	Fochtkle
21	,,	Nil	Field	Balio Figaro
22	,,	Nil	Field	Avronero
23	,,	Nil	Field	Harsofi
24	,,	Nil	Field	Lerkome
25	,,	Nil	Field	Matagri
26	,,	Nil	Field	Pelendiri
27	,,	Nil	Field	Raspo
28	,,	Nil	Field	Ay. Harido
29	,,	Nil	Field	Lefko
30	21 Redjeb, 1295	Nil	Fields (8 plots)	Lita
31	3 Zilhidje, 1295	Nil	Field	Nil
32	,,	Nil	Field	Salambo
33	,,	Nil	Field	Lefkoshe
34	,,	Nil	Field	Oridime
35	,,	Nil	Field	Terkomo
36	,,	Nil	Field	Voclia
37	,,	Nil	Field	Nil
38	,,	Nil	Field	Hirido

dix A.

ex-Sultan as given in Memoire of 28th June, 1926.

Correct spelling of name of locality and village.	*Extent-donums.*	*Reference to claim No. in Correspondence Book as claimed in 1878, pages VII and VIII.*	*Remarks.*
Agamas	81,000	II	In Papho District.
Lapta = Lapithos	35	I	In Kyrenia District.
Ayia Varvara	2,696	XII	In Papho District.
Salamiou	2,300	XIII	,, ,,
Pelendri	2,000	XVI	In Limassol District.
Kochines	2,500	XVII	In Larnaca District near salt lake.
Orides	19,890	XI	In Papho District.
Pyrgos	20,000	XXI	In Nicosia District.
Ipsona	4,000	XIV	In Limassol District.
Livadia (near Zakaki)	1,000	XV	,, ,,
Ay. Theodoros	37,326	III	In Famagusta District.
Nicosia	250	VII	In Nicosia District.
Kirklar and Chinkirli	35,000	XX	,, ,,
Palaeo Figaro	700	XVIII	In Larnaca District.
Ipsona	4,000	—	Same claim as No. 9 above entered up twice.
Livadia	1,000	—	Same claim as No. 10 above entered up twice.
Pyrgos	20,000	—	Same claim as No. 8 above entered up twice.
Randi	19,000	VIII	In Limassol District.
Nicosia	250	—	Same claim as No. 12 above entered up twice.
Kochines	2,500	—	Same claim as No. 6 above entered up twice.
Palaeo Figaro	700	—	Same claim as No. 14 above entered up twice.
Akrotiri	24,350	IX	In Limassol District.
Khrysokhou-Agamas	81,000	—	Same claim as No. 1 above entered up twice.
Trikomo	60	IV	In Famagusta District.
Muttokhori	2,690	—	Same claim as No. 3 above entered up twice.
Pelendri	2,000	—	Same claim as No. 5 above entered up twice.
Prastion	10,125	VI	In Famagusta District.
Ayios KHaridou	7,612	V	In Famagusta District.
Gypsos	2,265	X	,, ,,
Lapta = Lapithos	35	—	Same claim as No. 2 above entered up twice.
Randi	19,000	—	Same claim as No. 18 above entered up twice.
Salamiou	2,300	—	Same claim as No. 4 above entered up twice.
Kirklar and Chinkirli	35,000	—	Same claim as No. 13 above entered up twice.
Orides	19,890	—	Same claim as No. 7 above entered up twice.
Trikomo	60	—	Same claim as No. 24 above entered up twice.
Valia Ayios Theodoros	37,326	—	Same claim as No. 11 above entered up twice.
	126	Nil	As locality is not given it could not be identified. No such land appears to have been claimed in 1878.
Ayios KHaridou	7,612	—	Same claim as No. 28 above entered up twice.

Attached to C. 59071/28 [No. 59].

No. 11.

NOTE ON THE CLAIM OF THE HEIRS OF ABDUL HAMID SO FAR AS IT AFFECTS CYPRUS, PREPARED IN THE COLONIAL OFFICE.

ARTICLE IV of the Annex to the Cyprus Convention, both signed on the 4th of June, 1878, provides "That the Sublime Porte may freely sell and lease lands and other property in Cyprus belonging to the Ottoman Crown and State (Arazii Miriyé vé Emlaki Houmayoun) the produce of which does not form part of the revenue of the Island referred to in Article III."

Subsequently doubt arose as to the nature of the Crown and State lands specified in this Article, and this doubt arose from the fact that the two signatories were ignorant on the subject of the tenures of land in Cyprus. It seems clear, however, from Sir A. H. Layard's despatch of the 7th of January, 1879, that the Article referred solely to Crown and State land from which the State derived revenue and referred in no way to the Sultan's private property. No mention was made of the private property of the Sultan as distinct from Crown property, and the question of the private property of the Sultan was not raised until the 30th of November, 1878. When the rights of the Porte under Article IV of the Annex were commuted for a fixed annual payment of £5,000 Sir A. H. Layard was authorized to inform the Sultan that private purchases duly made by him would be respected precisely in the same manner as purchases made by any private individual, and Sir A. H. Layard informed the Turkish Minister for Foreign Affairs that Her Majesty's Government considered the Sultan as respects any property he might hold or claim in the Island, exactly in the position of a private person, and that they could not recognize any purchases made by him which could not have been recognized had they been made by private individuals.

In July, 1878, Lord John Hay had prohibited sales of land in the country entirely, and a Commission of British and Turkish Officers, amongst whom was one described as "infallible" by the Turkish Officers who subsequently represented the Sultan in the Commission which examined the Sultan's claims, reported on the 9th of September, 1878, that the Sultan possessed no private property in the Island, and, as already stated, the claim to private property was not raised until November, 1878. Only in February, 1879, was the full list of the Sultan's alleged properties received. Sir G. Wolseley reported that all the alleged properties referred to were illegal, from their having never been registered in the Land Office of the Province in which the properties were situated, and from the fact that the dates when they were alleged to have been made were subsequent to the 17th of July, 1878, the date of Lord Hay's proclamation prohibiting all sale of land in Cyprus; and he held that the claim should be investigated in open Court before the highest Tribunal in the land. Colonel Biddulph suggested also that it should be proved that the Porte had the right to sell the land for the lands were all lands which the Sultan was alleged to have purchased from the State. The claims were investigated by Captain Wauchope and Turkish delegates without agreement being reached, and Captain Wauchope held that the lands did not come under a category which it was competent for the Sublime Porte to deal with under the Convention. And so far as I can gather, it would not have been competent for the Porte to have disposed of the lands under Turkish Law even had they not assigned the Island to England.

On the 17th of April, 1880, Sir A. H. Layard was instructed as follows:—

> "Notwithstanding the technical objections which have always existed to the Sultan's claims, Her Majesty's Government would have been disposed to deal with them in a favourable spirit so long as the lands claimed were of moderate extent, and so long as their acquisition by His Majesty did not interfere with the rights of the inhabitants of Cyprus.
>
> But the reports show that while a very large amount of territory is involved, the alleged purchases were invalid under the existing Turkish law, that they were inconsistent with pre-existing rights, and that the recognition of them would inflict serious injustice upon the inhabitants of the island.
>
> In these circumstances, Her Majesty's Government do not feel justified in instructing the High Commissioner of Cyprus to introduce any measure into the Legislative Council for the purpose of interfering with the ordinary course of law, or to take any steps for placing the Sultan's Agents in possession of the lands claimed on behalf of His Imperial Majesty."

It is not clear from the printed correspondence whether the attitude of Her Majesty's Government was communicated to the Porte, but in June, 1880, it was reported that

there seemed to be no prospect that the Sultan would give up his claims, and as Mr. Papapetro says that the matter has not moved since 1880, presumably the Foreign Office decided to take no action unless and until the matter was again raised by the Porte.

From Mr. Papapetro's Memorandum, it seems that the claims which we have now to consider are the same as those made in 1878 with one variant each way. Seventeen of the claims now presented are duplicated owing to the fact that it was the Turkish practice to grant a temporary Title Deed and later a Final Certificate. From the enclosure to No. 57 of the printed correspondence, it seems that frequently the purchaser did not trouble to obtain the Final Certificate of Title, and that the provisional Title was in practice regarded as a good Title. The position is then that we have to deal with practically the same claims as were preferred in 1878

It is proposed in the first place to enter a demurrer against the competence of the Mixed Arbitral Tribunal on the ground that at the date of the entry into force of the Treaty of Lausanne the claimants were not Turkish nationals and consequently did not come within the jurisdiction of the Tribunal. The information which we now have does not seem to require any change of attitude on this point so far as Cyprus is concerned. It is also proposed that if the preliminary point were decided against us a further and separate demurrer might be entered against the jurisdiction of the Court on the ground that the properties forming the subject of the claim were covered by Article 60 of the Lausanne Treaty; that Article 65 did not, therefore, arise; and that, consequently, the Tribunal were not competent to consider the claim.

"The question arises whether Cyprus can be brought within the terms of Article 60. The French text (which is the governing text) reads as follows:—

> 'Les Etats en faveur desquels un territoire a été ou est détaché de l'Empire ottoman, soit à la suite des guerres balkaniques, soit parle présent Traité.'

The Island was not detached from the Ottoman Empire in consequence of the Balkan Wars and the point is whether for the purposes of Article 60 it might be regarded as having been detached by the Treaty of Lausanne. There can be no doubt that the annexation of the Island by Great Britain on the 5th of November, 1914, was the operative act of detachment. All that happens under the Treaty is that by Article 20 Turkey recognizes the annexation. For all general purposes of the Treaty it has therefore always been held that Cyprus was not detached by it from the Ottoman Empire. However, it might be possible to argue that reading Articles 20 and 60 together it was obviously the intention of the makers of the Treaty that the latter Article should apply in the case of Cyprus. At any rate, it might be advisable to keep this line of defence open. Article 60, however, applies to "property and possessions of the Ottoman Empire" and on this point, in so far as the claim might relate to such property and possessions existing in 1879, we are also able to advance the defence that all the rights of the Porte with respect to them were commuted for a fixed annual payment in 1879. Another point to be considered in connexion with the question of the applicability of Article 60 in the case of Cyprus is what would have been the effect, if any, of the Iradés of 1908 and 1909 upon private properties of the Sultan in the Island."

Article 65 of the Lausanne Treaty applying to property, rights and interests which still exist and can be identified in territories "placés sous la souveraineté ou le protectorat des Puissances alliées au 29 octobre 1914" seems to include Cyprus, and to require the restoration to the owners of that property, &c., in its existing state; but the course which should, therefore, apparently be taken in regard to Cyprus is to deny that the title to the property was good, and to require the claimants to prove their titles. If the matter gets as far as this, the claim against Cyprus will perhaps have to be taken separately from the claims against the other territories concerned, and it will be perhaps necessary to engage experts on Turkish Land Law if the fact that the Sultan never apparently proved his title in Cyprus does not at once rule out the claim.

September, 1928.

C. 69071/29 [No. 25].

No 12.

MR. F. W. McCOMBE (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

Storey's Gate, St. James's Park,
London, S.W.1, 22nd November, 1929.

DEAR MR. HALL,

Claim of the Heirs of the late Sultan Abdul Hamid.

I ENCLOSE six final prints of the Contre-replique* in this case, copies of which are being lodged with the Tribunal at Constantinople.

I also enclose a copy of a letter from the British Agent at Constantinople, dated the 14th instant, which may be of interest to you.

Yours sincerely,
F. W. McCOMBE.

Enclosure 2 in No. 12.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
British Consulate General,
Constantinople, 14th November, 1929.

(No. 8.)

SIR,

Claim of the Heirs of the late Sultan Abdul Hamid.

IN continuation of my letter to you numbered as above and dated the 31st ultimo, I have the honour to make the undermentioned report.

The above claim was heard in part by the Italo-Turkish Mixed Arbitral Tribunal on the 11th instant, and the claimants demanded from the Italian Government the restitution of extensive properties situated in Tripoli, Benghazi, and the Dodecanese.

The Italian Government had adopted the following line of defence in the written pleadings:—

(1) That by virtue of the law of 3rd March, 1924, the claimants were deprived of the status of Turkish subjects and are therefore unable to bring a suit before the Mixed Tribunal.

(2) That no particulars have been given by the claimants as to the properties claimed and therefore these properties could not be identified.

(3) That any measures taken by the Italian Government against these properties are previous to 1914 and were adopted after the Italo-Turkish War of 1911. The Mixed Tribunal is therefore incompetent to decide a dispute arising out of pre-war facts.

Counsel for the claimants tried to refute the above arguments by contending:—

(1) That no person could be deprived of his nationality, which is natural and synallagmatic, by the unilateral act of a Government. That the law of 3rd March, 1924, is unconstitutional. That Article 5 of that law granted to the claimants a delay of one year, that is up to 3rd March, 1925, to bring a suit before the courts in respect of their properties and that if they did not lodge their claim with the Mixed Arbitral Tribunal within this delay, it is due to the non-existence of the Tribunal at that time. That even assuming that the members of the Imperial Dynasty were deprived of their Turkish nationality, this did not apply to the seven widows of the late Sultan, who still retain their Turkish nationality and are residing in Turkey.

(2) That the properties claimed are notoriously known in Tripoli, Benghazi, and the Dodecanese. That the Italian Government cannot escape from the consequences of their acts by merely denying them. That a perusal of the cadastral registers would be sufficient to identify the properties claimed and the Tribunal was requested to order a search in those registers. Counsel also produced various title deeds in support of the claim.

(3) That the contention of the Italian Government as to the time when the measures have taken place is not accurate. Besides there is a contradiction between the allegation of the Italian Government that the properties could not be identified and their pretension that these properties have been seized before 1914.

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* Not reprinted here.

It is to be noted that point (3) is particular to the claim lodged against the Italian Government and has no bearing on the claim lodged against His Majesty's Government.

The Italian Agent, before answering the points raised by counsel for the claimants, requested the Turkish Agent to state the point of view of his Government.

The Turkish Agent replied that his Government left the matter entirely in the hands of the Tribunal. He was however instructed to confirm that the law of 3rd March, 1924, granted to the claimants a delay of one year within which they had a right to apply to the courts, and that the provisions of this law did not apply to the widows of the late Sultan, as well as to the widows of the Princes or to widowers of Princesses, who retained their Turkish nationality and were allowed to reside in Turkey.

Thereupon the Italian Agent, in view of the new evidence produced during the hearing, requested the Tribunal to adjourn in order to enable him to study this evidence.

It would appear the only point of real interest, in so far as these proceedings relate to those in the Anglo-Turkish Mixed Arbitral Tribunal, is the one dealing with the nationality of the widows of the late Sultan, who appear still to retain their status of Turkish Nationals, even although it may be held that the other claimants are debarred from Turkish citizenship.

I will attend the Italian Tribunal again on the 20th instant, but it has occurred to me that in the meantime you may care to know what has already happened, and I send you a report in extenso.

I have, &c.,
R. C. OWEN-WELLS,
British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate, St. James's Park,
London, S.W.1.

C. 79071/30 [No. 7].

No. 13

MR. G. STUART KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

Storey's Gate, St. James's Park,
London, S.W.1, 4th February, 1930.

DEAR HALL,

THERE are developments in connexion with this case with which you should be acquainted and which make it necessary for me to ask for your assistance.

When the matter was first considered, I, and others, were of opinion that the Nationality point was in itself an answer to the claim, though, for reasons which I explained to you at the time, it was thought desirable to include in our réplique a reference to Article 60 and also to several other points to which our minds had been directed.

The corresponding claim in respect of property in Tripoli recently came before the Italo-Turkish Mixed Arbitral Tribunal and it seems that, whatever may be the position with regard to the men, it is impossible to hold that the women were denationalised; so far, therefore, as the claim is made on their behalf the nationality point is no defence.

I understand from Owen-Wells that M. Hammerich feels considerable embarrassment in deciding the claim on this point and would much prefer to deal with Article 60 as the substantive defence. This Article as you know declares that certain property shall pass to the State in whose favour territory was detached under the Treaty without payment. In so far, therefore, as the property which is the subject of the claim is property of the kind mentioned in that Article we have a complete defence.

The question is how far can the list of property scheduled to the claim be identified with the property referred to in the Article? This is a point on which I would like your views.

There is another point also which I should like you to consider.

It is shortly whether the claimants can bring themselves within Article 65. I have in mind, not the point regarding the position of His Majesty's Government which you dealt with at length in an earlier letter, but rather the question whether this property was subjected to exceptional war measures by the Allies or by the Ottoman Government

or has been liquidated by the Allies. The point is developed in the enclosed Memorandum.

When you have had an opportunity of considering these points, I think it would be well to discuss the matter at a meeting to be arranged.

Yours, &c.,
G. STUART KING

Enclosure in No. 13.

CLAIM OF THE HEIRS OF THE LATE EX-SULTAN ABDUL HAMID.

THE Pleadings appear to have proceeded on the basis that the ex-Sultan could and did have property which might pass to his personal heirs, but probably this ought not to be admitted. The Sultan was an absolute monarch—was, in fact, the State. He, therefore, had absolute control over the disposition of all the property of the State during his life-time and could secure its registration in such name or title as he thought fit; but it is not likely that any successor placed similarly in absolute power, would admit or permit that his succession should be prejudiced by the passing of a large share of its assets to the personal heirs of his predecessors. The réplique part IV admits that the position is novel and says it was first introduced by Sultan Abdul Aziz.* The example given in the Annexe to the Claim of a transfer to Abdul Hamid, seems to show an appropriation of public moneys to pay for property to pass to his personal heirs—no wonder his finances were in hopeless confusion! It is admitted that in the twenty years between dethronement and death no action was taken by or on behalf of Abdul Hamid or his heirs to preserve their alleged rights in the properties in question. They could at least have taken steps in Cyprus had they been so advised. The properties were, under the Iradés, treated as State assets—but the claimants wish to disregard those intervening years *in toto*, and to ignore facts which may or may not be very material, *e.g.*, the introduction by the Young Turks in 1910 of a new law of land and succession based on the German law! Surely their inaction and the long lapse of time is an answer to the suggestion that the Iradés and subsequent dealings with the estates were invalid as contrary to Turkish or Mahommedan Law? The Claimants are in truth complaining of dispossession by the Young Turk Government in 1908-09, rather than of any wrongful act by the British Government during or since the War. So far as Cyprus is concerned the title deeds scheduled to the Claim appear to be dated 1878 in an effort to remove State property from the hands of the British Administration instituted that year, the transfers have never been recognised (see correspondence page 79 *et seq.*), and the basis of the Claim is the action taken in 1878-1880, rather than anything done during the war. The properties in 'Iraq had all been transferred from the personal possession of Abdul Hamid before the British took over the administration (Report of Commissioner for 'Iraq of 11th December, 1921—see Colonial Office Memorandum, fo. 8); in Palestine the instructions issued after the revolution to transfer properties standing in the name of the Sultan to the Turkish Treasury had not been completely carried out at time of war occupation (ib. fo. 9), but there can be no doubt the Treasury had none the less had all the benefit of those properties.

Although on coming to the Throne in 1876 Abdul Hamid had granted a Constitution, that was suspended on the 14th February, 1878, and he ruled in all ways as "absolutely" as any of his predecessors. Ultimately, discontent in the form of the movement of the Young Turks came to a head in the revolution of July, 1908, after which the Sultan (no doubt under compulsion) by the Iradé of 24th July restored the Constitution. There followed, as regards State property, the first of the Iradés (that of 8th September, 1908) quoted in Article 60 of the Treaty. After the reactionary movement of April, 1909, Constantinople was seized by the military forces of the Young Turks and Abdul Hamid was dethroned in favour of his younger brother Mohammed V, who issued the other Iradé of 2nd May, 1909 referred to in the Treaty, Article 60.

Under Abdul Hamid finance administration was notoriously bad. Until the re-establishment of the Constitution in 1909, the Budget had only been duly published on two occasions—in 1880 and 1897—and no figures had been allowed to transpire in regard to the true position of the Treasury. The Young Turks Government published their Budget in 1910-11 with an explanatory preface pointing out the immense difficulties due to the absence of regular accounts and proper statistics. Section 6 was

* (Deposed in May, 1876, succeeded by Murad V, who was replaced by his brother, Abdul Hamid, in August 1876). Were claims of the heirs of Sultan Aziz recognized by his successors?

composed of receipts from State domains, of which a large proportion was formerly included in the Civil List.

Under the deposed Sultan, the Civil List administration had encroached in every direction, not only on the revenues properly accruing to the State, but upon private and upon State property in most parts of the Empire. The preface to the Budget explained that the revenues proceeding from the deposed Sultan were not classed together under one heading, but had been apportioned to the various sections under which they should fall, whether taxes on house property or property not built upon, tithes, aghnam, forests, mines, cadastre, sport, military equipment, private domains of the State, various receipts, proceeds of sales, rents—a truly comprehensive list which by no means set a limit to the private resources of Abdul Hamil, who looked upon the Customs also as a convenient reserve on which he could and did draw when his Privy purse was short of money. It was general knowledge that he had tried with the aid of certain of his Ministers to get into his private control all the lands likely to have value as oilbearing or the site of future railway developments, &c.

It would be interesting to know if any similar claim by the heirs against the present Turkish Government in regard to assets situate in territory still Turkish is ever likely to be recognised. The Claimants at page 7 of the réplique suggest they have recovered personal property; this is very doubtful, and other proceedings by them seem to have brought them no luck. (See Mr. Pears' reports at pages 4-6, 11, 12, and correspondence, page 76).

The claim is brought under Article 65 of the Treaty, but the Claimant's pleadings do not state them within its terms. If they are claiming under Section 2 of that article they must prove that the properties claimed *are either in territories subject to the sovereignty or protectorate of the Allies on 29th October, 1914, or in territories detached by the Treaty and have been subjected to liquidation or other exceptional war measure on the part of the Allies.* If the claim is under Section 3 they must show that the properties *being in territories detached by the Treaty had been subjected by the Ottoman Government to exceptional war measures* but are now in the hands of the power exercising authority over the territory in question, *or that the properties have been liquidated by the contracting power* exercising authority over the territory. There is, therefore, good ground to demur that the claim is not well founded, without taking the point (disliked by the Dominions Office) that the British Government is not in fact or law exercising authority over the territories in question.

C. 79071/30 [No. 12].

No. 14.

MR. G. STUART KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

Storey's Gate, St. James's Park, S.W.1,
19th March [? February], 1930.

DEAR HALL,

I ENCLOSE a copy of a further letter from Owen-Wells relating to the subject matter of my recent note.

Yours, &c.,
G. STUART KING.

Enclosure in No. 14.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General, Constantinople,
13th February, 1930.

(No. 8.)

DEAR DR. BROWN,

IN CONTINUATION of my letter numbered as above and dated the 6th instant, I have now been able to examine all the judgments given by the Anglo-Turkish Mixed Arbitral Tribunal, in order to see if any of them relate directly or indirectly to the queries raised by you in your letter to me of the 24th ultimo.

2. As regards your query (1). "Can I refer you to any decisions of the Constantinople Tribunal under which it may have laid down that they will not deal with matters where there has been an assignment of rights by the person entitled to claim under the Treaty."

The Tribunal has in no way dealt with this principle as it has never arisen.

I had an interview with the President this week and put a hypothetical case before him involving this principle, and he very courteously and fully expressed his views, which were that :—

" If a person, entitled to claim under the Treaty, assigns his rights to a person who is not entitled to claim under the same Treaty, the Tribunal could not hold itself competent. The competency of the Tribunal is strictly limited to claims exclusively lodged by a British claimant against a Turkish defendant and *vice versa*, and no third party is qualified to claim under the Treaty if it does not satisfy this essential condition. It follows that not only persons having a nationality other than British and Turkish are excluded but also that actions of British against British (Lynch Brothers case) or Turkish against Turkish parties are debarred and this applies naturally to cases where the right of claim is held by assignment."

3. As regards your query (2). " Have they held that they have no jurisdiction to deal with claims where the act on which they are based, that is, dispossession, originated before the war? "

We have had a decision of the Anglo-Turkish Tribunal bearing directly on this point, which I think may be of considerable use to Mr. Foster.

The case is affaire No. 104 Rose Dicran Stephen c/ le Gouvernement Turc, and I send you copies of the judgment *in extenso*.

This was a case for the return of property within the burnt area of Smyrna, and the Tribunal held that the expropriation took place after the coming into force of the Treaty, and in their judgment they state *inter alia* " qu'ainsi pour pouvoir arrêter la compétence du Tribunal il échet de déterminer le commencement et la fin de la période dont les mesures en question doivent relever; que cette période ne saurait être autre que l'intervalle compris entre le commencement de la guerre et la mise en vigueur du Traité."

It therefore follows that the corollary will be true and that they will not be competent to deal with questions that arose before the war.

There is also a decision given in the case of Ekrem Bey against the Italian Government before the Italo-Turkish Mixed Arbitral Tribunal, which is even more explicit on the subject and I send you a copy of the judgment herewith.

It will be remembered that Monsieur Hammerich is also the President of the Italo-Turkish Mixed Arbitral Tribunal.

4. When I attended at a conference in your Office, I remember that Mr. Foster was rather worried over the last paragraph of Article 60 of the Treaty of Lausanne.

I think, perhaps, the following observations, which I am able to make, after having studied the papers that you kindly sent me, may be of some assistance to him in this respect.

He deals with this matter in the final pararaph of page 2 of his Opinion, and perhaps the following remarks will tend to clear up the kind of property on the Civil List not comprised in the first two categories of the Article in question.

On perusing the bundle of documents sent to me by you, I came across a printed Minute by Mr. Ryan, dated 10th August, 1923 (Appendix J) and also a " Note Confidentielle de Monsieur Ryan " in French dated 6th July, 1923, and a list marked " E."

From these documents it appears that among the lists annexed to the Iradés communicated at Lausanne by the Turkish delegation to the Allied delegations, there was the one marked " E " under the title " Revenus des propriétés qui sont de la catégorie des propriétés du souverain (Emlak-i-Khakanis) et qui ont appartenu ab antiquo au Sultanat."

Everything points out that the properties contained in this list " E " are " the property and possessions registered in the names of the Civil List or administered by it, which are not referred to in the second and third paragraphs above " mentioned in the last paragraph of Article 60.

This opinion is confirmed by the remarks contained in the 7th paragraph of Mr. Ryan's " Note Confidentielle."

I may add that all the properties mentioned in that list " E " are, with the exception of the Farm Res-ul-Ain (Syria) situated in territories which are still Turkish and therefore not one of them is comprised among the properties claimed by the heirs of the late Sultan from His Majesty's Government.

5. Another point is the identification of the properties claimed.

The Claimants produced title deeds which, as is the custom of the Turkish Cadastre, state the nature of the property (field, pasture, house, &c.) and the boundaries. On the other hand the lists annexed to the Iradés give a very general and vague indication of the place in which the properties are located. It is very probable

that there are many title deeds for each one of these properties, and I anticipate that it will be extremely difficult to come to any convincing result by comparing the lists annexed to the Iradés with the title deeds. I am also doubtful as to whether the inspection of book No. 19 of the Defderdar will lead to any satisfactory result in this respect. The president of the Tribunal, Mr. Hammerich, who has obtained copies of the lists annexed to the Iradés from the President of the Franco-Turkish Tribunal, told me that he was very much embarrassed by the vagueness of the descriptions contained therein.

On the occasion of my visit to Mr. Hammerich, I remarked that the Iradés and the explanatory letter of Halid Zia Bey, First Secretary to the Sultan (See Annex C to Mr. Ryan's Minute 40894/23) state that the properties transferred to the State by virtue of those Iradés are those which had been registered in the name of Sultan Abdul Hamid *since the year* 1293, the year of his accession to the throne. This tends to confirm the view that the Young Turkish Government were convinced that Sultan Abdul Hamid abused his powers of absolute ruler and converted to his personal use, properties which belonged to the State, and that they intended by the two Iradés to declare null and void all these abusive transfers of properties ever since the day when Abdul Hamid became Sultan.

Mr. Hammerich seemed to be impressed by this view, and I venture to suggest, with Counsel's approval, that this argument may be used in due course.

6. Finally, the position in respect of the properties in Cyprus was somewhat different from that of the properties in 'Iraq and Palestine and I found a confirmation of this in the correspondence, which passed between the Colonial Office and Mr. Stuart King of your Department. The absence of any mention of properties in Cyprus in the lists annexed to the Iradés might be embarrassing and the Tribunal might come to the conclusion that, if those properties were not mentioned even vaguely in the Iradés, our arguments based on Article 60 could not apply to them.

I am, therefore, of the opinion that a special line of defence might be adopted in respect of the properties in Cyprus; namely, that Cyprus was assigned to and administered by Great Britain since 1878 (this has been recently confirmed by the Tribunal itself in the judgment on the Cypriot claims) and that therefore the measures taken by the British Authorities in respect of those properties are not *exceptional war measures*, which have taken place during the Great War or the Balkan Wars, but ordinary measures taken much before the war and therefore outside the competence of the Tribunal (see judgments referred to in pargaraph 3 above).

I think it would be useful in this respect to produce before the Tribunal an official Note from the Colonial Office stating the history of the properties in Cyprus along the lines of the Note annexed to the letter of Mr. J. Hawthorn Hall to Mr. A. G. Newman and dated 4th October, 1928. It is the practice of the Tribunal to accept official statements of Government Deparments as final and conclusive and such a document would, I think, settle the matter as regards the particular point of properties in Cyprus.

Yours, &c.,
R. C. Owen-Wells.

Dr. A. W. Brown,
c/o The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London. S.W.1.

Tribunal Arbitral Turco-Italien.

Affaire : No. 35. *Ekrem Bey, contre le Gouvernement Italien.*

Le Tribunal Arbitral Turco-Italien, composé de MM. K. Hammerich président, Memdouh Bey, arbitre turc, A. Vuccino, arbitre italien, assisté de son greffier, Mr. P. Grandchamp siègeant à Constantinople.

Vu le mémoire présenté par Ekrem Bey, fils de Rejeb Pacha, tendant à faire condamner le Gouvernement Italien à la restitution d'un immeuble sis sur la place Hamidiè à Tripoli, en Lybie, ainsi qu'au paiement d'une indemnité de 360,000 lires, due chef de la privation de la jouissance du dit immeuble.

Vu le contre-mémoire du Gouvernement Italien concluant à ce qu'il plaise au Tribunal se declarer incompétent.

Vu le réplique du demandeur, la contre-réplique de la partie défenderesse et les conclusions déposées par l'Agence Générale du Gouvernement Turc, ainsi que les documents exhibés.

Attendu que le demandeur expose que l'immeuble dont il reclame maintenant la restitution a été sequestré en mars, 1911, par les Autorités Italiennes alors que l'état de guerre existait entre l'Italie et la Turquie.

Attendu que pour en obtenir la restitution le demandeur invoque l'Article 22 et l'Article 60 al. 2 et 3 du Traité de Lausanne du 24 juillet, 1923.

Attendu toutefois que la thèse du demandeur, comme quoi les susdites dispositions s'appliquent aux mesures prises au cours de toutes guerre antérieure à la guerre mondiale, n'est pas admissible; qu'il ressort de l'ensemble des dispositions du Traité de Lausanne du 24 juillet, 1923, que ce dernier n'a pour object que de régler les suites de la guerre mondiale et celles de la guerre subséquente turco-hellenique, tandis que le dit Traité ne vise pas les mesures prises durant les guerres antérieures, sauf les guerres dites balkaniques; que cette restriction de la portée du Traité est determinée d'une façon générale par le préambule du Traité, suivant lequel le Traité a pour but " de mettre fin a l'état de guerre qui, depuis 1914 a trouble l'Orient "; qu'également la disposition fondamentale des clauses économiques contenue dans l'Article 58 du Traité en restreint l'application aux mesures prises dans la période " comprises entre le ler août 1914 et la mise en vigueur du present Traité," qu'ensuite les Articles 65 et suivants ne visent que cette dernière période: que d'ailleurs, le fait que les rédacteurs du Traité ont pris le soin de régler par les dispositions des Articles 60 et 65 les suites des guerres balkaniques démontre à l'évidence l'inadmissibilité de l'interpretation du demandeur, puisqu'il aurait été complètement superflu d'insérer dans le Traité des mentions spéciales relatives aux guerres balkaniques, si le Traité visait toute guerre antérieure à la guerre mondiale.

Attendu d'autre part qu'on ne saurait tirer argument en sens opposé de l'Article 22 du Traité; que c'est à tort que le demandeur invoque cet article pour soutenir que la Lybie a été détachée de la Turquie en vertu du dit Traité et qu'en conséquence l'immeuble en question tombe sous le coup de l'Article 65, al. 3, qui ordonne la restitution des biens situés sur un territoire " détache de l'Empire Ottoman en vertu du present Traité "; qu'il est vrai que l'Article 22 prévoit " l'abolition définitive de tous droits et privilèges dont la Turquie jouissait en Lybie en vertu du Traité de Lausanne du 18 octobre, 1922," mais que selon les données des travaux préparatoires du Traité, les dispositions de l'Article 22 ne visent que certaines prérogatives de caractère réligieux et financiers ne concernant pas le territoire de la Lybie qui de fait et de droit avait déjà été détaché de la Turquie, comme d'ailleurs l'Agent du Governement Turc le reconnaît expressement dans ses conclusions datées du 15 mai, 1927.

Attendu que de ce qui précède il s'ensuit que le Traité du 24 juillet, 1923, ne s'applique pas aux saisies opérés durant la guerre Tripolitaine.

Par ces motifs.

Se declare incompétent.

Met les frais et debours de la procédure fixés à Ltqs 85 à la charge du demandeur au quel sera restitué le surplus de sa consignation.

Constantinople, le 5 novembre, 1927.

	L'Arbitre Turc.	Le Président.	L'Arbitre Italien.
signé	Memdouh.	K. Hammerich.	A. Vuccino.

Tribunal Arbitral Turco-Anglais.

Affaire: No. 104, *Rose Dicran Stephen contre le Gouvernement Turc.*

Le Tribunal arbitral Turco-Anglais composé de MM. K. Hammerich Président, Memdouh Bey, arbitre turc, H. D. K. Grimston arbitre britannique, assisté de son Greffier Mr. P. Grandchamp siègeant à Constantinople.

Vu le mémoire de Rose Dicran Stephen, domiciliée at Southport Angleterre, concluant à faire condamner le Gouvernement Turc à la restitution d'un immeuble sis à Smyrne, Rue Yolbedesten, No. 16 subsidiairement au paiement de sa contrevaleur.

Vu le contre mémoire du Gouvernement Turc concluant à l'irrecevabilité de la demande, subsidiairement au debouté.

Vu la réplique et la contre réplique ainsi que les autres pièces de la procèdure.

Vu l'ordonnance rendue par le Tribunal le 4 janvier, 1928, ainsi que les Conclusions déposées dans la suite par MM. les Agents des Gouvernements Britannique et Turc.

Vu les documents exhibés

En fait:

Attendu que la demanderesse était propriétaire, depuis 1910 du susdit immeuble qui fut détruit en 1922, lors de l'incendie de Smyrne; qu'elle se refere à l'exposé fait par l'Agent du Gouvernement Britannique pour alleguer qu'immediatement après l'incendie les autorités turques ont appliqué a l'égard de cet immeuble, ainsi qu'a l'égard de plusieurs autres propriétes situées dans la zone incendiée, diverses mesures de nature restrictives ayant pour consequence de priver les proprietaires du libre exercice de leurs droits et même de leur interdire l'acces de leurs propriétés: que ces faits dont les détails se trouvent dans un rapport délivré par le Consul Général Britannique de Smyrne et versé au dossier de la présent affaire, ont constitué des mesures exceptionelles de guerre et que ces mesures ont subsisté jusqu'à la mise en vigueur du Traité, après laquelle d'autres mesures furent edictées.

Attendu en effet que la demanderesse expose que peu de temps après la mise en vigueur du Traité et sans quelle pu prendre dans l'intervalle possession de ses biens, les autoritées turques procédèrent à l'expropriation de l'immeuble en vertu d'une loi promulguée en avril 1925; que l'application de cette loi va cependant à l'encontre des engagements contractés par le Gouvernement Turc comme Puissance signataire du Traité de Lausanne, étant en particulier en conflit avec les obligations découlant des Articles 65 et 66, aux termes desquels il incombe aux Gouvernments respectifs de remettre les ressortissants ennemis en possession de leurs biens saisis pendant la guerre.

Attendu que de son coté le Gouvernement Turc dénie avoir pris à l'égard des biens de la demanderesse, aucune mesure autre que celle découlant de l'expropriation; que sur ce point le Gouvernement Turc expose que l'expropriation a été prononcée pour cause d'utilité publique à l'effet de permettre aux autorités turques de proceder à la reconstruction des quartiers incendiés de Smyrne dans lesquels l'immeuble en question est situé,

En droit:

Attendu qu'il ressort de ce qu'il précède que la réclamation actuelle se base sur deux séries de mesures, à savoir d'une part l'expropriation effectuée d'après la loi d'avril 1925 et, d'autre part, le mesures prises en 1922 et qui ont été maintenues jusqu'au prononcé de l'expropriation.

I Sur les mesures d'expropriation.

Attendu que les T.A.M. ne representent pas une institution internationales permanente appelée à statuer d'une façon générale sur la responsabilité des Gouvernements respectifs du chef de contraventions éventuellement comises au Traité de Lausanne ou à connaitre indistinctement et sans égard a l'époque de leur origine de tous les litiges survenant entre l'un des Gouvernements d'une part et les ressortissants étrangers d'autre part, et portant sur les biens droits et intérets de ces derniers, que les T.A.M. ne sont que des organes extraordinaires et temporaires, établis à l'effet de trancher les litiges naissant de certaines mesures prises durant une perióde déterminée; que ces attributions purement temporaires résultent non seulement de l'Article 83 al. 3, qui prevoit de l'éventualité de cloturer les travaux des T.A.M. au bout d'une periode déterminée, mais encore du fait que les dispositions de l'Article 70 enjoignent aux réclamants de présenter leurs demandes dans le delai de 12 mois à partir de la mise en vigueur du Traité, ce qui démontre clairement que les rédacteurs du Traité ont voulu qu'après un certain laps de temps il ne soit plus loisible aux réclamants de saisir les T.A.M. du chef des mesures prises à l'égard des biens, droits et intérêts des ex-ennemis.

Attendu que le dit caractère temporaire ne pourrait être maintenu, s'il était permis de soumettre à l'appréciation du Tribunal non seulement les mesures existant à l'époque du Traité, mais encore celles qui pourraient éventuellement être opérées dans la suite, ce qui équivaudrait à transformer ce Tribunal en juridiction exceptionnelle permanente; qu'ainsi pour pouvoir arrêter la compétence du Tribunal il échet de déterminer le commencement et la fin de la période dont les mesures en question doivent relever; que cette période ne saurait être autre que l'intervalle compris entre le commencement de la guerre et la mise en vigueur du Traité; qu'une telle limitation est directement précisee par l'Article 58 qui constitue la clause générale en la matière, aux modalités de laquelle les dispositions subséquentes des clauses Economiques sont subordonnées, sauf stipulations contraires; que les dispositions des Articles 65 et 66 sur lesquelles la reclamation actuelle se fonde, n'apportent dans les dates précisées par l'Article 58 qu'une seule modification, à savoir celle qui découle des regles con-

cernant les mesures prises durant la guerre balkanique; qu'abstraction faite de cette dérogation, les dits Articles ne contiennent aucune stipulation tendant à proroger le terme établi part l'Article 58 mais que tout au contraire elles se basent visiblement sure le même calcul de temps, auxquel elles se rapportent plusieurs fois, notamment à l'Article 65 al. 1, qui parle des biens existants sur les territoire turcs " *à la date de la mise en vigueur du Traité* " et qui appartiennent à des personnes étant " au 29 octobre, 1914 " (c.a.d. au debut de la guerre) ressortissants alliées; qu'en outre la notion de " mesures exceptionnelles de guerre " que les Articles 65 et 66 ont adoptée comme expression habituelle pour définir la base juridique des réclamations en restitution—présuppose par elle-même la chronologie susvisée étant donné qu'aucune mesure opérée avant la guerre ou après la mise en vigueur du Traité ne saurait être qualifiée de " mesure de guerre ";

Attendu qu'ainsi il resulte soit du caractère temporaire de ce Tribunal soit des dates formellement précisées par le Traité, que les dispositions des Articles 65 et 66 déférent à la décision de ce Tribunal que les litiges provenant des mesures opérées antérieurement à la mise en vigueur du Traité; que dès lors il échet de se déclarer incompétent en l'espéce, l'expropriation en question n'ayant eu lieu au plus tôt qu'en avril 1925, c.a.d huit mois après la mise en vigueur du Traité.

II Sur les mesures prises antérieurment au Traité.

Attendu qu'à ce sujet le Tribunal n'est pas suffisament édifié pour statuer sur la question de savoir si ces mesures ont réellement été de nature à enlever au demandeur la libre disposition de son immeuble, ou si elle n'ont été, comme l'affirme le Gouvernement Turc, que des simples mesures de police rendues nécessaires par la situation extraordinaire existant dans les quartiers incendiées; que dans ces conditions la question se pose de décider s'il y a lieu de renvoyer la cause à l'instruction sur ces points.

Attendu toutefois qu'actuellement ce ne sont plus ces dernières mesures qui constituent un obstacle au libre exercice des droits de propriété mais qu'elles sont cessé d'exister pour être remplacée par celles découlant de l'expropriation susvisée, mesures que le Tribunal n'est pas compétent pour écarter, de telle sorte que, lors même que l'on constaterait l'exactitude des allégations faite par la demanderesse quant aux dites mesures antérieurs cela ne pourrait en rien lui profiter, la situation juridique telle qu'elle résulte de l'expropriation demeurant la même; qu'en conséquence le Tribunal juge inutile d'ordonner le renvoi de la cause,

Par ces motifs,

Se déclare incompétent en ce qui concerne la réclamation présentée du chef de l'expropriation susvisée,

Ecarte les conclusions présentée de tout autre chef.

Met les frais et débours de la procédure fixés à 25 Ltqs, à la charge de la demanderesse qui en a fait consignation.

Constantinople le 4 juin, 1928.

L'Arbitre Turc.	Le Président.	L'Arbitre Britannique.
signé. MEMDOUH.	K. HAMMERICH.	H. D. K. GRIMSTON.

Pour copie conforme

Le Président.	Le Greffier.
K. HAMMERICH.	P. GRANDCHAMP.

(Sceau du Tribunal Arbitral Turco-Anglais.)

C. 79071/30 [No. 14].

No. 15.

MR. G. STUART KING (TREASURY SOLICITOR) to MR. J. H. HALL (COLONIAL OFFICE).

DEAR HALL, Storey's Gate, St. James's Park, S.W.1, 4th March, 1930.

I ENCLOSE a copy of still further correspondence regarding the Abdul Hamid Claim for your information.

Yours, &c.,
G. STUART KING.

Enclosure 1 in No. 15.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
(No. 8.) c/o British Consulate-General,
DEAR DR. BROWN, Constantinople, 20th February, 1930.

I SEND you herewith a copy of a communication I have this morning received through His Majesty's Embassy here, relative to the above claim.

I have ascertained that a copy of this document has been forwarded to Monsieur Hammerich.

Yours, &c.,
R. OWEN-WELLS

Dr. A. W. Brown,
c/o The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

American Consular Service,
EXCELLENCY, Constantinople, 17th February, 1930.

I HAVE the honour to submit below the text of a telegram received at this Consulate-General:—

" American Consul, Constantinople.

Muenchen 70 184 15 301.

Please deliver immediately on behalf of Ottoman Imperial Estates Incorporated an American Company with a paid-up capital of five million dollars to British Ambassador and President, Court Mixed Arbitral Tribunal Turco-Anglais, Constantinople, following communication: ' We the Abdul Hamid Landed Estates Limited, Abdul Hamid Oil Concessions Limited, Abdul Hamid Mines Limited, Abdul Hamid British Trust Limited, all British companies having purchased in April ninteen twenty-two and fully paid for all the lands, concessions, houses, mines, and all other rights and properties theretofore (belonging to seventeen of the twenty) wives, sons, and daughters being all the heirs of late Abdul Hamid desire to make formal statement before Mixed Arbitral Tribunal Turco-Anglais with reference to suit begun by some heirs without our knowledge as these heirs had no right to intervene as individuals upon the basis of the suit they have begun (signed) Robert Lee Gray, Director and Vice-President of all above British company.' Request inform me by telegraph day and hour copy delivered to British Ambassador and President Court Mixed Arbitral Tribunal Turco-Anglais stacostrep.—Hathaway."

The signature appended to the above telegram is that of Charles M. Hathaway, Jr., Consul of the United States at Munich, Germany.

I am unable to furnish any information regarding the companies and individuals mentioned in the telegram.

I have, &c.,
CHARLES E. ALLEN,
Consul-in-Charge.

His Excellency
His Britannic Majesty's Ambassador,
Constantinople.

Enclosure 2 in No. 15.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
DEAR DR. BROWN, Constantinople, 20th February, 1930.

I THANK you for your letter dated the 3rd instant, and I have read your revised Note with interest.

2. I have now received a reply from Mr. Pears to my various questions. I send you herewith:—

(1) two copies of his letter to me, and
(2) two copies in French of the translation of the judgment.

With the exception of the following, the outstanding questions are dealt with in the letter of Mr. Pears.

3. As regards the inspection of Book No. 19, which is deposited with the Defderdar of Constantinople, Mr. Pears has requested me to attempt to see this book personally as he does not think that the Turkish Government will give him facilities.

I have written to the Turkish Agent and he has replied that the Book is extremely difficult to get at and will necessitate the moving of heavy cases, and informs me that he has asked his Government to authorise the necessary expense to obtain it; in the meantime, I am afraid, we must wait.

4. I am surprised at the news that Count Ostrorog has been asked to give an opinion to the heirs and I cannot suggest any one else here who is likely to give us a valuable general opinion on the questions of Turkish law and finance involved, and particularly the history of the dealings with the ex-Sultan's property.

5. As regards the account for £52 10s. 0d. submitted by Mr. Pears for Opinion, I have made enquiries from Judge Hill, who has had experience of the charges of English Solicitors in Egypt, and he considers that the amount is fair and reasonable having regard to local standards and conditions.

Yours, &c.,
R. OWEN-WELLS.

Dr. A W. Brown,
c/o The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

10, Rue Mertebany,
Istanbul, 15th February, 1930.

DEAR MR. OWEN-WELLS,

I BEG to acknowledge the receipt of your letter of the 6th February and note your remarks.

In reference to point No. 1, namely:—

To complete the translation of the judgment of the Turkish Religious Tribunal (Kassamet),

I enclose three copies of the same which have been carefully translated and controlled by myself. They are in French however. In two words the last part of the judgment with the findings corresponds to that given as a certified translation in the pleadings by the Plaintiffs. You will find a slight variation in the spelling of names. When I say such variation exists even in the Turkish it is very difficult to render the same names into French or even English so as to be quite exact.

Further in some places where the parties are spoken of I would remark that the wives are invariably called "*Kadin*," that sometimes the sons are called "prince," and sometimes "prince" *and* "Effendi," and sometimes "Effendi" only. This latter is the more correct. Also the princesses are called "Sultana" but sometimes also "princesses" in the same way. There is no importance in that.

The judgment is only interesting really on two points, the first being the form, which is the usual one, and the second for the fact that a Kadin having died after her husband as to the part which her children inherit, which is dealt with perfectly correctly in the findings.

As to question (2) to inspect Book 19, which is deposited with the Defderdar of Constantinople, and to give me a list of the properties therein contained,

we have dealt with this personally.

As to question (3) to ascertain if there has been any similar claim by the Heirs against the present Turkish Government in regard to assets situate in territory still Turkish, *and if such a claim is ever likely to be recognized*,

the answer is in the negative, and it is not likely that such claims will ever be made, much less recognized, especially in view of the law of the 3rd March, 1924, which the British Government quotes and annexes a translation of in their Memoire Special. The Treaty of Lausanne was signed in July, 1923, and there was no time for Heirs to bring actions before the law of the 3rd March, 1924.

As to question (4) if claims by the Heirs of Sultan Abdul Aziz on properties inherited from him, were recognized by his successors,

I am informed on good authority that no claims were ever made by the Heirs of Sultan Abdul Aziz on properties as mentioned. Abdul Aziz's Heirs of which I think there were only six, outside the "Kadines" succeeded to the private real property

of the Sultan and such heirs had already a good deal of property in their own names before Abdul Hamid came to the throne. The intervening Sultan Murad was only on the throne a few weeks, but Abdul Hamid immediately when he came to the throne came into or took over possession of property as belonging to the Civil List unless it had been actually registered in the name of Abdul Aziz or of his children.

For your information, one might say that it was Abdul Hamid who really started the principle of putting his hands on everything in his own name purchased with Civil List funds on the principle of "l'etat c'est moi."

There were no claims, however, by the heirs of Abdul Aziz against the State or Abdul Hamid respecting property.

Yours, &c.,
HENRY PEARS.

R. Owen-Wells, Esq.,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
Rue Voivoda,
Galata.

TRADUCTION DU TURQUE DU JUGEMENT DE SUCCESSION

ANNEXE I AU CONTRE-MEMOIRE SPECIAL.

L'AVOCAT Ahmed Saadeddin Rifaat Efendi Sade ayant pouvoir de demander et d'ester en justice d'une façon générale en vertu d'une procuration légalisée par le notariat de Péra au nom et pour compte de (1) S.A. Bedri-Felek Kadine fille de Mehmed Eff. domiciliée dans le palais de S.A. le Prince Mehmed Selim à Bechiktache Serenedje bey, et de (2) S.A. Emsal Nour Kadin fille d'une autre Mehmed Eff. domiciliée à Nichantache dans le palais de Chadié Sultan, et de (3) S.A. Muchfika Kadin, domiciliée dans le palais Impérial de Yildiz, et de (4) S.A. Sazikiah Kadin domiciliée à Yenikeuy dans le palais de S.A. Refia Sultane, personnes dont l'indentité a été établie, le dit avocat s'est présenté par devant le Tribunal Religieux du partage des successions (Muhalefat Umumiyé Kassanlighi), et en présence de l'avocat Moustafa Chevket efendi agissant au nom de S.A. Peyvesté Kadin, domiciliée à Stamboul, dans le konak du Grand Vesir en face du Turbé de Fuad Pacha qui avait nommé avocats à l'effet d'intenter des procès, d'ester en justice, de signifier et prendre signification, de prouver le droit d'héritier les avocats Ebul Ala Bey, Moustafa Chevket Effendi et Nedjati bey et en présence de Ahmed Hamdi Effendi fils de Hassan Hulki, avocat établi à Galata Omer Abid Han, fondé de pouvoir en vertu d'une procuration donnée par (1) S.A. Nadjié (Saliné) Kadin, domiciliée dans le palais du Prince Selim Ef. et par (2) S.A. Fatmeh Kadin, domiciliée dans le palais de la Princesse Naïle Sultane à Orta Kouy; et par S.A. Neïmé Sultane domiciliée à Orta Keuy; et en présence de l'avocat Said Molla bey, agissant au nom de S.A. Behidje Kadin domiciliée dans le Kiosk du Prince Noureddin Eff. à Maslak en vertu d'une procuration passée par devant le notaire de Stamboul et devant Nisameddin bey fils d'Osman Avocat de S.A Impériale Abdurrahim Ef. domiciliée dans son palais en face du Turbé de Fuad Pacha, ayant droit d'ester en justice et de répondre *a declaré* que feu Sultan Abdul Hamid II, fils du Sultan Abdul Medjid avait marié pendant qu'il était en vie et en santé ses mandantes LL.AA. Bedri-Felek, Emsal Nour, Müchfika et Sazikah Kadins séparément et par mariage légitime et valable et les susnommées ayant été ses épouses jusqu'à sa mort, les héritiers du defunt sont ses épousées qu'il a laissées, soit, Bedri Felek, Emsa Nour, Müchfika et Sazikiah Kadins et ses fils majeurs L.A.I. Mehmed Selim, Abdul Kader, Ahmed Burhaneddin, et les défendeurs LL.AA. abdurrahim, Noureddin et son fils mineur S.A. Abid Effendi et ses filles majeures LL.AA. Impériales Sekié, Naïmé, Naïlé, Chadié, Aïché, et Réfié Sultanes par conséquent il demande en sa qualité de mandataire que le 8ème de l'hoirie (Inheritance) que detient en sa qualité l'héritier le défendeur susnommé S.A. le Prince Abdurrahim Ef. lui soit remis afin d'être partagé entre ses mandantes par parties égales et il demande en même temps que la mutation du quart des immeubles inscrites au nom du défunt soit faite conformément à la loi sur les mutations. Ayant ainsi formulé sa demande Hafir Chevket efendi l'avocat susnommé présent prit la parole et dit que le Sultan défunt Abdul Hamid II a pendant qu'il était en vie et en santé marié par mariage valable et legitime sa mandante S.A. Peryvesté Kadin laquelle était son épouse jeuqu'au décés du défunt et par conséquent les seuls et exclusifs héritiers de feu le Sultan sont son épouse effective sa mandante qu'il a laissée S.A. Peryvesté Cadin et ses fils majeurs les Princes Imperiaux les susnommés Mehmed Selim, Abdul Kader, Ahmed Barhaneddin, Abdurrahim, Noureddin et son fils mineur S.A. le Prince Abid et ses filles majeures LL.AA. les princesses

Sekié, Naïmé, Naïlé, Chadié, Aïché, Réfie Sultanes, par conséquent je demands à ce que le 8ème de l'hoirie laissée par feu le Sultan et que détient le défendeur susnommé S.A. le Prince Abdul Rahim en sa qualité d'héritier, soit remis à ma mandante la susnommée S.A. la Cadin et il demande en même temps que le quart des immeubles connus qui sont inscrits au nom du défunt et qui en vertu de la loi sur les mutations revient aux ayants droit la mutation du dit quart soit effectuée au nom de ma mandante.

Après avoir ainsi formulé sa demande l'avocat présent Ahmed Hamdi Eff. prenant la parole a déclaré que feu le Sultan Abdul Hamid II a lorsqu'il était en vie et en santé marié par mariage valable et légitime ses mandantes susnommées LL.AA. Hajdié et Fatima Kadins et S.A. Pidar Kadin fille de Abdullah dernièrement décedée et vu que ses mandantes susnommées LL. AA. Hadjié et Fatima Kadins et feue Pidar Kadin étaient les épouses effectives jusqu'à la date du décés du Sultan défunt, les héritiers de ce dernier sont ses épouses effectives laissées à sa mort ses mandantes LL.AA. Nadjie et Fatima Kadins et la susnommée Pidar Kadin et ses fils majeurs LL.AA. les princes Impériaux Mehmed Sélim, Abdul Kader, Ahmed Burhaneddin, Abdurrahim, et Noureddin et son fils mineur S.A. le Prince Abid Effendi et ses filles majeures Sékié, Naïmé Naïlé, Chadié, Aïché, Réfie Sultanes et plus tard la susnommée S. A. Pidar Kadine étant décédée, ses héritiers sont le Prince Abdul Kader et sa fille majeure ma mandante S. A. Naïmé Sultane, susnommée, il demande en sa qualité de fondé de pouvoir et au nom de ses mandantes que sur le 8ème de l'hoirie du Sultan défunt détenue par le défendeur susnommé S A. le Prince Abdurrahim Effendi en sa qualité d'héritier la part qui revient à ses mandants soit remise pour être distribuée en parties égales entre ses mandantes LL.AA. Nadjié et Fatima Kadine et il demande en outre que la mutation de la part qui leur revient sur le quart des immeubles appertenant au Sultan défunt et qui d'après la loi sur les mutations doit revenir aux ayants droit soit effectuée, et il demande en outre au nom de sa mandante susnommée S.A. la princesse Naïmé Sultane que la part sur l'héritage laissé par son père le Sultan défunt ainsi que par sa mère S.A. Pidar Kadine, part qui lui revient proportionnellement conformément à la loi et que la part sur le 1/4 des immeubles laissés et qui lui revient d'après la loi la mutation en soit faite.

L'Avocat présent Saïd Molla bey a lui aussi pris la parole et dit que feu Sultan Abdul Hamid a, pendant qu'il était en vie et en santé, marié par mariage légitime et valable sa mandante S.A. Béhidjé Kadine fille du major Elios Bey, et sa mandante étant de ce chef épouse effective du défunt jusqu'à la mort de ce dernier, les héritiers du defunt sont son épouse sa mandante S.A. Béhidjé Kadine et ses fils majeurs LL.AA. les Princes susnommés Mehmed Sélim, Abdul Kader, Ahmed Barhaneddin, Abdurrahim et Noureddin et le fils mineur Abid Effendi, et ses filles majeures LL.AA. les princesses Zékié, Naïmé, Naïlé, Chadié, Aïché, et Réfié Sultanes il demande que le 8ème de l'hoirie que détient en sa qualité d'héritier le défendeur susnommé S.A. le Prince Abdurrahim Effendi soit remis à sa mandante et que la mutation du quart des immeubles appartenant au Sultan défunt et qui en vertu de la loi revient aux ayants droit soit faite au nom de sa mandante;

Le susnommé Nizameddin bey, avocat du défendeur dans sa réplique a reconnu et avoué que son mandant S.A. le Prince le susnommé détient en sa qualité d'héritier l'hoirie et les biens immeubles laissés par le Sultan défunt mais pour ce qui est de la demande pour être reconnu héritiers (actions d'héritage) intentée par les susnommés Saadeddins, Chevket et Ahmed Hamdi effendis et Saïd Molla Bey ayant gardé le silence à ce sujet, le Tribunal a examiné les déclarations des deux parties. Attendu que les demandes des demanderesses susnommées épouses effectives laissées par Sa Majesté le Sultan défunt consiste en ce que le 8ème de l'hoirie du défunt soit partagé entre elles et que la mutation du quart qui leur revient sur les immeubles appartenant au défunt soit faite en leur nom en vertu de la loi sur les mutations soit effectuée, et que cette action est faite après le décès du Sultan par ces motifs on ne peut pas imaginer qu'il y a empêchement légal pour toutes les demanderesses de prouver qu'elles sont les épouses effectives laissées par le défunt, et attendu aussi qu'après le décès le mariage vaut héritage (est une preuve de droit à l'héritage) et ceci étant permis légalement le Tribunal invita les demandeurs à fournir les preuves.

L'Avocat susnommé Saadeddin Effendi fit venir Bechir aga fils d'Abdullah fils de Abdul Rahman, domicilié à Nichantache, quartier Techvikié et Chérif bey fils de Mehmed domicilié à Bechiktache quartier Roum Ali, lesquels ayant été entendus séparement déposèrent que le Sultan défunt Sultan Abdul Hamid II fils du Sultan Abdul Medud Han avait pendant qu'il était en vie et en santé marié séparément par mariage légitime et valable les mandantes de l'Avocat présent LL.AA. Bedri Felek, Emsal Nour, Müchfika et Sazikiah Kadines, personnes bien connues de nous et que par conséquent les héritiers du Sultan défunt sont exclusivement les épouses effectives

laissées les susnommées Bedri Felek, Emsal Nur, Müchfika et Sazikiah Kadines et leurs fils majeurs Mehmed, Sêlim, Abdul Kader, Ahmed Barhaneddin, Abdurrahim et Noureddin et le mineur Abid et ses filles majeurs LL.AA. les princesses Zékié Naïmé, Naïlé, Chadié, Aïché et Réfié Sultanes. Nous savons cela et nous ne connaissons pas qu'il y a d'autres héritiers et nous sommes témoins comme nous l'avons dit à cet effet.

Les susnommés Chevket Effendi et Saïd Molla bey ont fait venir Hussein Effendi fils de Ali et Ismail Effendi fils de Hassan, domiciliés à Bechiktache, quartier Djihannuma, lesquels ayant été entendus comme témoins séparement ont déclaré que seule Sultan Hamid II fils de S.M. le Sultan Abdul Medjida marié séparément pendant qu'il était en vie et en santé par mariage légitime et valable S.A. Peryvesté Kadine fille d'Abdullah personne bien connue de nous et la mandante de Chavket effendi ici présent et S.A. Behidjé Kadine fille d'Elios bey, mandante de Saïd Molla bey avocat ici présent, personne bien connue également de nous, par conséquent les héritiers du défunt sont ses épouses effectives qu'il a laissées les susnommés LL.AA. Peryvesté et Behidjé Kadines et ses fils majeurs LL.AA. les princes Mehmed Sélim, Abdul Kader, Ahmed Burhaneddin, Abdurrahim et Noureddin et le fils mineur Abid et ses filles majeurs LL.AA. les princesses Sekié, Naïmé, Chadié, Aïché, et Réfié Sultanes.* Nous ne savons pas qu'il existe d'autres héritiers et nous sommes témoins à cet effet.

Et l'avocat susnommé Ahmed Hamdi Effendi fit venir Mehmed Ef. fils de Hussein domicilié à Djihannuma et Abdullah Aga fils de Arif, domicilié quartier Tachvikié, lesquels ayant été entendus séparément déposèrent que feu Sultan Abdul Hamid II fils de S.M. le Sultan Abdul Medjid a marié pendant qu'il était en vie et en santé par mariage légitime et valable séparément LL.AA. Nadjié et Fatima Cadine, personnes bien connues de nous mandantes de l'avocat ici présent Ahmed Hamdi Ef. ainsi que Pidar Kadine fille de Abdullah, décédée ultérieurement et de ce chef les héritiers du Sultan défunt sont ses épousés effectives laissées par lui les susnommés Fatima et Nadjié Kadines et la susnommé Pidar Kadine et ses fils majeurs LL.AA. les Princes Mehmed Selim, Abdul Kader, Ahmed Burhaneddin, Abdurrahim et Noureddin et le fils mineur Abid et ses filles majeures LL.AA. les princesses Zekié, Naïmé, Naïlé, Chadié, Aïché et Réfié Sultanes et plus tard la susnommée S.A. Pidar Kadine étant décédée a laissé comme héritiers son fils majeur le susnommé son A. le Prince Abdul Kader et sa fille majeure la Princesse Naïmé Sultane. Nous ne savons pas qu'il existe d'autres héritiers. Nous en témoignons et nous en sommes témoins.

Les témoins ayant déposés ainsi de cette façon contradictoirement en présence des parties d'une façon légale; l'enquête secrète des témoins susnommés Hussein, Chérif, Ismail et Mehmed effendis a été faite auprès de l'Imam du quartier de Djihannuma, Mehmed Ef. fils de Ali fils de Ahmed et auprès du Premier Mouhtar Moustafa Effendi fils d'Emin fils de Mehmed et du second Mouhtar Halil ef.; et l'enquête secrète au sujet des témoins susnommés Bechir et Abdullah Agas fut faite auprès de Ahmed Ismet effendi fils de Rifaat, Mehmed Emin Ef. fils de Youssouf et d'Ismail Hakki Eff. respectivement Imam, Premier et second Mouhtars du quartier Techvikié dont ils relèvent enquete faite par pli fermé, l'enquête publique faite devant les parties et les témoins étant présents au sujet des susnommés Hussein, Charif, Ismail et Mehmed effendi auprès de Bessim bey fils de Mehmed fils d'Abdullah et d'Ahmed Ali bey fils de Zekerya fils d'Abdullah, employés de la musique Impériale domiciliés au dit quartier Djihannuma et au sujet des susnommées Bechir et Abdullah agas l'enquête publique étant faite auprès de Messoud Aga fils d'Abdoullah fils d'Abdul Rahman et de Nadir fils d'Abdullah domiciliés au quartier Techvikié, enquêtes qui ont établi que les témoins susnommés sont véridiques et dignes de foi, et attendu que les demandes formulées séparément par les demandeurs susnommés ainsi qu'il a été exposé ci-haut ne se contredisent pas réciproquement et ne s'annulent pas et attendu que les demandes des épouses se rapportent aux parts d'héritage sur les biens du défunt et que par suite de ce que cela se rapporte exclusivement aux biens, on peut appliquer jointement les preuves fournies et attendue qu'il n'existe pas de raison de préférer l'une quelconque à l'autre pour ce qui est des parties et que les preuves se valent et qu'il a été constaté qu'on doit appliquer les preuves qui ont une valuer égale et sur la base des preuves Le Tribunal juge.

Que les susnommés LL.AA. Sélim, Abdul Kader, Ahmed Burhaneddin, Abdurrahim, Noureddin et Abid Effendis et Zékié, Naïmé, Naïlé, Chadié, Aïché, Refié Sultanes et LL.AA. Bedri Felek, Emsal Nour, Müchfiké, Sazikiah, Peryvesté, Nadjié, Fatima et Behidjé Kadines sont les héritiers due défunt comme il a été exposé ci-haut et ayant ainsi jugé la part qui revient a chacun des susnommés Bedri Felek, Emsal 4,320 parts 60 parts reviennent à chacun des susnommés Bedri Felek, Emsal Nour Müchfiké, Sazikiah, Peryvesté, Nadjié, Fatima, et Behidjé Kadines et à raison

* Naïlé omitted.

de 378 parts à chacun des susnommés Mehmed Selim, Ahmed Burhaneddin, Abdurrahim, Noureddin et Abdi Effendis, et 418 parts au susnommé Abdul Kader Effendi et à raison de 189 parts chacune des susnommés Zekié, Naïlé, Chadié, Aïché, Refié, Sultanes et 209 parts à la susnommé Naïmé Sultane il y a lieu donc de partager les biens meubles et les propriétés de nue propriété (sirf mülk) dans la proportion indiquée ci-haut entre les héritiers susnommés du Sultan Défunt et pour ce qui est des immeubles appartenant au Sultan défunt et qui en vertu de la loi sont soumis à la mutation sur la base de 936 parts il revient à raison de 54 parts à chacune des susnommés Mehmed Sélim, Ahmed, Burhaneddin, Abdurrahim, Noureddin Abid Effindis et Zekié, Naïlé, Chadié, Aïché, Refié Sultanes et à raison de 67 parts à chacun des susnommés Abdul Kadir Eff, et Naïmé Sultane
et à raison de 26 parts à chacune des susnommées Bedri Felek, Emsal Nour, Müchfiké Sazikar, Peryvesté, Nadjié, Fatima et Behidjé Kadines.

Le fait a été enregistré et rendu public. Jugement a été rendu le 9ème jour du mois de Rebi ul ahir année 1338.

Copie conforme à l'original
Le Kassam Oumoumi
(Signé) MOUSSA KIASIM.

C. 79071/30 [No. 20].

No. 16.

MR. F. W. McCOMBE (TREASURY SOLICITOR) to
MR. H. G. BUSHE (COLONIAL OFFICE).

DEAR BUSHE, Storey's Gate, St. James's Park, S.W.1, 25th March, 1930.

I ENCLOSE a copy of a letter received yesterday from the British Agent, Constantinople, in connection with the *claim of the Heirs of the late Sultan Abdul Hamid*. Both Dr. Brown and King of this office, who are familiar with the case, are at The Hague, and so at the moment I do no more than let you have the letter and enclosure for information. I am assuming that His Majesty's Government agree to and desire a public hearing; and that steps will now be taken to procure for Mr. Owen-Wells the translations of the documents to which he refers.

Yours, &c.,
F. W. McCOMBE.

Enclosure in No. 16.

(No. 8.)

Office of the British Agent, Anglo-Turkish Mixed Arbitral Tribunal,
SIR, c/o British Consulate-General, Constantinople, 20th March, 1930.

I HAVE the honour to forward you herewith a copy* of a notice just received from the Secretariat of the Anglo-Turkish Mixed Arbitral Tribunal, informing me that the written procedure in the above claim is closed and asking me whether we desire to have oral proceedings or not, and whether we intend to have recourse to a " procedure probatoire."

It has been explained to me that this notice has been sent now because the claimants applied to the President for an extension of time of three months for lodging their Contre-République Speciale, which was refused to them. The President is very anxious to have the case ready for hearing at the beginning of the next session, and he wants to discourage any further applications for extensions of delay.

Unless I hear to the contrary from you, I intend to reply to this notice that His Majesty's Government are desirous to have oral proceedings in public hearing. As you know, it has been unofficially arranged with the President that the hearing should take place on or about the 10th October next.

As regards the " procedure probatoire " I had an interview with the President this morning. He told me that if His Majesty's Government intend to produce any documents they should do it now, because if these documents were to be produced at the hearing, the claimants might ask for a postponement in order to study them. He suggested that apart from any other documents that we intended to produce, we should also file copies of the Iradés of 1908 and 1909 and of the lists attached thereto;

* Not printed here.

he added that, although a great deal has been said by both parties about those Iradés, the Tribunal has not yet been officially provided with their texts. I pointed out to the President that the delay of fifteen days, given in the notice, for producing these documents is quite insufficient, and he told me that this delay is only a *pro forma* one and that we were at liberty to lodge these documents any time before the summer vacation of the Tribunal (first week in July).

I would, therefore, respectfully suggest that apart from the copies of the Iradés and the lists attached to them, any other documents, such as the statement of the Colonial Office (see your letter dated 18th February, 1930), should be sent to me as soon as possible in order to be lodged with the Secretariat of the Tribunal before July next, in seven copies translated into French.

I have, &c.,
C. O. MARRONDO,
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

C. 79071/30 [No. 21].

No. 17.

LORD TYRRELL (HIS MAJESTY'S REPRESENTATIVE, PARIS) to
MR. A. HENDERSON (FOREIGN OFFICE).

(Sent 12.15 p.m., 26th March, 1930.)

TELEGRAM (BY TELEPHONE).

(Copy received in Colonial Office, 29th March, 1930.)

[*Answered by No.* 18.]

No. 66. FOREIGN Office despatch No. 2629 of 14th August, 1923.

2. Ministry for Foreign Affairs state that heirs to Abdul Hamid have taken proceedings before the Franco-Turkish Mixed Tribunal against the French Government for restitution of property belonging to ex-Sultan in Syria and Lebanon. Ministry for Foreign Affairs propose to authorise French Agent-General on Mixed Tribunal to make use of documents enclosed in above-mentioned despatch and furnish information required as regards their origin. No reference whatever will be made to Ryan's note.

3. May I receive your instructions by 29th March at latest?

C. 79071/30 [No. 21].

No. 18.

FOREIGN OFFICE to LORD TYRRELL (PARIS).

(Sent 27th March, 1930.)

TELEGRAM.

(Copy received in Colonial Office, 29th March, 1930.)

No. 33. YOUR telegram No. 66 of 26th March.* Claims of heirs of Abdul Hamid before Franco-Turkish Mixed Arbitral Tribunal.

His Majesty's Government see no objection to French proposal.

C. 79071/30 [No. 21].

No. 19.

BRITISH EMBASSY, PARIS, to FOREIGN OFFICE.

(Copy received in Colonial Office, 29th March, 1930.)

(No. 325.)

His Majesty's Representative at Paris presents his compliments to the Secretary of State for Foreign Affairs and has the honour to transmit to him a copy of a

* No. 17.

note from the Ministry for Foreign Affairs, on the subject of the restitution of property belonging to ex-Sultan Abdul Hamid in Syria and Lebanon, for favour of early instructions.

British Embassy,
Paris,
26th March, 1930.

Reference to previous correspondence: Paris telegram No 66 of 26th March, 1930.*

Enclosure in No. 19.

Ministère des
Affaires Etrangères.
Direction Politique.

République Française,
Paris, le 24 mars, 1930.

PAR une lettre en date du 16 août, 1923, l'Ambassade de Sa Majesté Britannique a bien voulu transmettre au Ministère des Affaires Etrangères la traduction d'un certain nombre de documents relatifs à la liste civile du Sultan Abdul Hamid et qui, ayant été communiqués officieusement aux délégations alliées par la délégation turque à la Conférence de Lausanne, avaient été certifiés conformes par MM. Ryan et Clausen après accord avec M. Bargeton.

L'Ambassade d'Angleterre n'ignore pas que les héritiers d'Abdul Hamid ont engagé devant le Tribunal mixte franco-turc une action contre le Gouvernement français en vue d'obtenir la restitution de propriétés qui avaient appartenu en territoires syrien et libanais à l'ex-Sultan. Le Ministère des Affaires Etrangères croit savoir de son côté que le Gouvernement anglais est également assigné devant le tribunal mixte anglo-turc à des fins analogues.

En vue de la défense des intérêts syriens et libanais engagés dans la question et à la demande de l'Agent général du Gouvernement français près les Tribunaux mixtes, le Ministère des Affaires Etrangères se propose d'autoriser M. Jaudon à faire état officiellement des documents dont il s'agit et à fournir sur leur origine tous renseignements susceptibles d'éclairer le Tribunal.

Il est entendu qu'aucune allusion ne sera faite à la note de M. Ryan, à laquelle le Gouvernement anglais a exprimé le désir de conserver un caractère confidentiel.

Ambassade de Sa Majesté Britannique
à Paris.

C. 79071/30 [No. 22].

No. 20.

MR. C. MARRONDO (ANGLO-TURKISH MIXED ARBITRAL TRIBUNAL) to
DR. A. W. BROWN (TREASURY SOLICITOR).

(Copy received in Colonial Office, 2nd April, 1930.)

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
(No. 8.) c/o British Consulate-General,
SIR, Constantinople, 27th March, 1930.

REFERRING to Mr. Owen-Wells's letter numbered as above and dated the 20th ultimo,† I have the honour to report that I have been informed that a Swiss lawyer, representing the Ottoman Imperial Estates Incorporated, came to Constantinople and had interviews with the officials of the Tribunal on the question of an eventual intervention of this Company in the action brought by the Heirs of the late Sultan Abdul Hamid against His Majesty's Government.

Furthermore, a Secretary of the American Embassy went to see Mr. Hammerich, the President of the Tribunal, in order to ascertain his views on this matter.

The answer of Mr. Hammerich was to the effect that this Company, being American, could not possibly intervene in the action, as the competency of the Tribunal is strictly limited to British and Turkish Nationals, the exclusion of any other Nationals applying also to interveners. He pointed out that the only possible way to have the interests of the Company protected was either to have one of the British Companies

* No. 18. † Enclosure 1 in No. 15.

intervene or to get in touch with His Majesty's Government in order to arrive at a common line of action with them.

The President explained to me that he gave these views quite informally but he repeated to me the view that no persons other than British or Turkish could be allowed to intervene in an action brought before the Anglo-Turkish Mixed Arbitral Tribunal.

For easy reference, I give you below the text of Article 28 of the Rules of Procedure of the Tribunal, which deals with the question of interventions:—

"Any person who claims to have a legitimate interest in the case may intervene by presenting a petition to the Secretariat.

"The provisions of Article 19 shall apply *mutatis mutandis* to the form of such petition, which will be communicated by the Secretariat to the parties and to the agents.

"If within a period of 30 days dating from such communication, no opposition is raised to the intervention, the President shall fix such periods as appear to him to be necessary to allow the parties to decide upon the facts alleged by the intervening party.

"If opposition is raised, the Tribunal shall decide whether the intervention shall be allowed, but this must not delay the trial of the principal cause of action."

I have, &c.,
C. MARRONDO,
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

C. 79071/30 [No. 23].

No. 21.

MR. F. W. McCOMBE (TREASURY SOLICITOR) to
MR. H. G. BUSHE (COLONIAL OFFICE).

Storey's Gate,
DEAR BUSHE, St. James's Park, S.W.1, 8th April, 1930.

THE letter, a copy of which I enclose, with reference to the Intervention which has been lodged with the Mixed Arbitral Tribunal by Ottoman Imperial Estates Incorporated arrived from Constantinople yesterday. I also enclose a copy of the Petition of Intervention. At the moment I am retaining the printed book referred to in the letter.

I sent a copy of the Petition and of the letter by last night's post to Brown at The Hague. I am hoping that he will be able to utilise this as an excuse for, at all events, a brief return to London. We have roughly a fortnight in which to settle any reply, and to send instructions to Constantinople; the matter is therefore somewhat urgent, and if you feel that we should have a talk with John Foster on the subject, I am at your disposal to make any arrangements which may be necessary.

I will not fail to let you know as soon as I hear anything from Brown.

I also enclose a copy of another letter from Constantinople reporting the hearing before the Franco-Turkish Mixed Arbitral Tribunal of the claim of the heirs against the French and Syrian Governments, in which also Ottoman Imperial Estates Incorporated have attempted to intervene. A copy of this has been sent to Brown.

Yours, &c.,
F. W. McCOMBE.

Enclosure 1 in No. 21.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
SIR, Constantinople, 3rd April, 1930.

REFERRING to my letter numbered as above and dated the 27th ultimo,* I have the honour to forward you herewith copy of a Petition of Intervention lodged with the Tribunal by the Ottoman Imperial Estates Incorporated and four other companies, with a printed booklet attached to it.

* No. 20.

This Petition was notified to me on the 31st ultimo, and according to Article 28 of the Rules of Procedure we have a delay of 30 days from the date of notification to oppose such intervention.

Will you please let me have your instructions in this matter.

I have, &c.,
(Sd.) ?
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London.

REQUETE POUR

1.—*The Ottoman Imperial Estates Incorporated.*
2.—*Abdul Hamid Landed Estates Limited.*
3.—*Abdul Hamid Oil Concessions Limited.*
4.—*Abdul Hamid Mines Limited.*
5.—*Abdul Hamid British Trust Limited.*

Ci-après dénommés " *requérants* "

Dans l'affaire pendante entre

Les Héritiers de SA MAJESTE feu le SULTAN ABDUL HAMID HAN II, *demandeurs*.

Contre

Le GOUVERNEMENT BRITANNIQUE defendeur.

MONSIEUR LE PRESIDENT,
MESSIEURS LES JUGES,

Au Secretariat du Tribunal Arbitral Mixte Turco-Anglais, Constantinople.

1. Les requérants ont un intérêt vital et dans la forme de procédure observée dans l'affaire précitée et éventuellement dans la sentence matérielle.

2. Les requérants ont été constitués comme personnes juridiques No. 1 en Virginie U.S.A. en juin, 1922; No. 2-5 à Londres le 20 decembre, 1924, et le 11 août, 1925.

3. Le requérant No. 1 à achete par contrats du 25 avril, 1922, les droits et propriétés de la succession de 17 héritiers du Sultan Abdul Hamid, 15 mois *avant* que le Traité de Lausanne du 24 juillet, 1923, ait été signé.

Par ces contrats le requérant No. 1 avait acquis le droit à se faire deliver toutes les propriétés, possessions, concessions et droits qui avaient appartenu aux dits héritiers.

Les mêmes considérations se referent aux contrats supplémentaires. En decembre, 1924, et fevrier, 1925, le requérant No. 1 concluait des contrats ultérieurs avec 14 des 17 héritiers qui avaient signé le contrat du 25 avril, 1922. Par ces nouveaux contrats les 14 héritiers vendaient, transféraient et cedaient au requérant No. 1 toutes leurs terres, bâtisses, mines, droits et concessions et toutes autres propriétés existantes dans les territoires du ci-devant Empire Ottoman, en la République de Turquis et en dehors, qu'ils avaient vendu au requérant No. 1 déja par le contrat du 25 avril, 1922. Ces contrats répètent et complètent simplement le premier contrat.

Les contrats ont été executes : *par le requérant* No. 1 par paiement complet du, prix convenu en comptant, en noteser et en shares : et *par les* 14 *héritiers* par documents de vente, transfert et cession de tous leurs droits de succession du Sultan Abdul Hamid, soit par procurations irrevocables au requérant No. 5 pour accomplir ce transfert par devant les autorités locales.

4. Ont été transferes conformement aux instructions du requérant No. 1 par documents du 13 août, 1925 :—

(*a*) Les concessions suivantes, comprenant perpétuellement tous les droits de recherche de petrole, de naphte, d'asphalte, de couleur rouge et de charbon dans quelconque partie du ci-devant Empire Ottoman, *au requérant No.* 3, *spécialement* et entre-autres; dans l'Etat de Senitche, dans les Vilayets de Mossoul, Bagdad, Andrinople, Van et Syrie, excepté la Mine de Hasbia.

(*b*) Toutes les terres, bâtisses, maisons, et autres immeubles au requérant No. 2.

(*c*) Toutes les mines, droits et concessions qui restaient, au requérant No. 4.

(*d*) Ont été donnés et conférés au requérant No. 5 les mandats et pouvoirs irrévocables des héritiers pour les represénter par une personne juridique durable.

5. En janvier, 1925, MM. Slaughter et May, solicitors à Londres, communiquaient formellement à tous les Gouvernements intéresses que les documents et transferts avaient eu lieu et requéraient à ce que les droits et intérêts appartenant ensuite aux requérants soient reconnus et protéges.

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6. Les héritiers du Sultan Abdul Hamid de leur part avaient réellement acquis la propriété privée et les droits de toutes propriétés, possessions et droits qu'ils ont vendus, cédés et transférés aux requérants No. 1-5.

7. Cependant d'un point de vue apparent et formel, selon les inscriptions aux Cadastres Ottomans, les héritiers sont restés propriétaires et beneficiaires *formels* des biens acquis par les requérants.

8. Comme successeur des droits des héritiers le requérant No. 1 informait officiellement les delegues alliés et Turcs de l'existences de ses droits. Cette déclaration à été faite par la délégation Americaine, selon les instructions données par le Gouvernement des Etats-Unis, en novembre et decembre, 1922, et à des dates differentes en 1923.

9. Le présente requete tend à informer le Tribunal Arbitral Mixte et toutes les parties intéressées de l'existence des droits des requérants *vis-à-vis* du droit de propriété formel des demandeurs et de la revendication de ces derniers.

Les requérants ont l'honneur, Monsieur le President et Messieurs les Juges, de requérir à ce qu'il vous plaise :—

(1) prendre acte de la présente intervention;
(2) donner acte aux parties de l'existence des droits des requérants.

Les requérants, à l'heure qu'il est, doivent se reserver de declarer plus tard s'ils veulent accepter ou contester la compétence du Tribunal Arbitral Mixte dans les causes qui forment l'objet du proces intente par les héritiers de feu le Sultan Abdul Hamid Han II contre le Gouvernement Anglais.

L'avocat soussigne vous soumet les procurations des requérants, datées du 14 mars, 1930.

Moyens de Preuve : Les 5 procurations des requérants du 14 mars, 1930.

2. Documents relatifs à la Succession de feu S.M. le Sultan Abdul Hamid Hann II de Turquie 1929 (imprime).

3. Trois Cahiers de copies légalisées de 35 pages.

Les requérants se reservent le droit de complcter les faits invoques et l'expose de droit de même que les moyens de preuve.

Constantinople, le 25 mars, 1930. Au nom des requérants, l'avocat dument legitime.

Enclosure 2 in No. 21.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
Constantinople, 3rd April, 1930.

(No. 8.)

SIR,

REFERRING to my letter numbered as above and dated the 20th ultimo, I have the honour to report that the Franco-Turkish Mixed Arbitral Tribunal held two sittings on the 1st instant, for the hearing of the claim lodged by the Heirs of the late Sultan Abdul Hamid against the French Government.

There were really two separate claims, one lodged by all the Heirs against the French Government and another lodged by Prince Selim Effendi and others against the French and Syrian Governments. The Court decided to hear these two claims jointly.

There were also two demands of intervention, one by the Ottoman Imperial Estates Incorporated and other companies (see my letter of to-day) and the other by the Government of the Republic of Lebanon.

Me. Mazliah, Counsel for the claimants, opposed both these demands of intervention. He objected that the demand of the Ottoman Imperial Estates Incorporated was made at the last moment and was notified to him a day before the hearing. As for the demand of the Government of the Republic of Lebanon, he objected that this Government was not independent and was not a party to the Treaty of Lausanne; that Article 22 of the Treaty of Versailles (Pact of the League of Nations) entrusted to the Mandatory Powers the foreign representation of mandated territories; that Articles 3, 16, and 65 of the Treaty of Lausanne invested the Mandatory Power with responsibility in all questions, territorial, political, or economic affecting the mandated territory; and finally he mentioned the judgments delivered by the Anglo-Turkish Mixed Arbitral Tribunal, in the two cases of the Ottoman Bank *versus* The British Government and Mrs. Rosamond Templeton *versus* The British Government

which, although originally lodged respectively against the 'Iraq and Palestine Governments, were subsequently directed against His Majesty's Government because it had been found impossible to sue the above-mentioned mandated territories before the Mixed Tribunal.

Me. Mazliah proceeded then to develop his arguments on the questions of nationality and Article 60 of the Treaty of Lausanne. Nothing new has been said by him in this matter and he merely repeated the arguments set forth in the written pleadings lodged with the Anglo-Turkish Mixed Arbitral Tribunal in the claim against His Majesty's Government.

Monsieur Jaudon, the French Agent-General, in his address to the Court, dealt summarily with the questions of the validity of the Mandates, the nationality of the claimants, and Article 60, and he asked permission of the Tribunal to refer to the pleadings lodged with the Anglo-Turkish Mixed Arbitral Tribunal, copies of which had been supplied to the Court. He added that his Government were fully adopting the arguments used by His Majesty's Government.

The only point on which he insisted particularly was the following:—

That the claimants were relying on Article 65 of the Treaty of Lausanne paragraph 1 or 2. Both these paragraphs contained a condition *sine qua non*, that the properties claimed should have been subjected to exceptional war measures. This, however, was not the case with the properties claimed by the Heirs of the late Sultan Abdul Hamid as no exceptional war measure whatever had ever been applied to them by any civilian or military authority either French or Turkish during the war. The properties claimed were held by the French Government, or rather the Governments of the mandated territories, by a mere act of transfer from the Turkish Government who took possession of them long before the war as a result of the Young Turkish Revolutions of 1908 and 1909. Therefore in the absence of any exceptional war measures, Article 65 was not applicable and the action brought by the claimants was void of any legal basis.

The representatives of the Lebanon Republic and of the Syrian Government associated themselves with the arguments developed by the French Agent-General.

I enclose herewith copies of the "Notes d'Audience"* deposited by the French Agent and the representatives of the Lebanon and Syrian Governments.

The Turkish Agent, acting on the instructions of his Government, read a carefully worded statement to the effect that the law of 3rd March, 1924, deprived the Members of the Dynasty of Osman, that is, the Princes and Princesses, of their Turkish nationality. Therefore the Turkish Government could not support (in French: "se desintéresse") the arguments of the claimants on the question of nationality. This, however, did not apply to the wives of the ex-Sultan who retain their Turkish nationality. The law of 3rd March, 1924, granted to the Members of the Dynasty of Osman a delay of one year to apply to the Turkish Courts for the liquidation of their properties. With the exception of the reserve made on the question of nationality, the Turkish Agent supported the other arguments developed by counsel for the claimants.

Me. Mazliah replied to the French Agent-General and tried to refute his argument on the absence of exceptional war measures by quoting various decisions of mixed arbitral tribunals as to the meaning of this term. He failed, however, to mention any fact proving that such exceptional war measures had been taken in respect of the properties claimed.

The French Agent-General informed me that he expected the judgment to be delivered within a week or ten days and he promised to supply me immediately with a copy of it.

I am informed that the hearing of the claim lodged by the same claimants against the Italian Government before the Italo-Turkish Mixed Arbitral Tribunal, which had been fixed for the 9th of this month, has been postponed until the autumn session.

I have, &c.,
(Sd.) ?
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

* Not printed here.

C. 79071/30 [No. 24].

No. 22.

MR. F. W. McCOMBE (TREASURY SOLICITOR) to
MR. H. G. BUSHE (COLONIAL OFFICE).

Storey's Gate, St. James's Park, S.W.1, 9th April, 1930.

DEAR BUSHE,

I ENCLOSE another copy of the letter of the 27th March.* Owen-Wells, who has returned unexpectedly on account of the very grave illness of his father, called this morning and as a result of a discussion with him I have sent the telegram, a copy of which I enclose. Owen-Wells has no doubt that the extension will be granted; we will thus have more time to consider our reply to the intervention of Ottoman Imperial Estates Incorporated, and we should have the advantage of knowing the result of the intervention before the French Tribunal, with reference to which I wrote to you on the 8th instant.†

Did Brown at any time ask for a statement dealing with the actual position and history of the various properties concerned in the litigation? I find among our papers a letter from Brown to Owen-Wells saying that he proposed to do so, but I cannot trace a letter to your office on the subject. It may, however, have been mentioned in conversation. Owen-Wells has had a search made at Constantinople for a Book No. 19 which was supposed to contain this information, but without success.

I am writing to Fitzmaurice of the Foreign Office to-day with reference to copies of the Iradés of 1908 and 1909 and of the lists attached thereto. Of these we require about twelve copies, translated into French and certified as to the original copy, for filing with the Tribunal. If a Statement by the Colonial Office is to be put in, this will have to be translated into French and certified, and we shall also want a dozen copies in French for filing and for office use and Counsel. I mention these documents so that their production may not be lost sight of; they will be required before the end of June.

Yours, &c.,
F. W. McCOMBE.

Enclosure in No. 22.

From the Treasury Solicitor to the British Agent, Anglo-Turkish Mixed Arbitral Tribunal, c/o British Consulate-General, Constantinople.

TELEGRAM.

T. & M. 12173. SULTAN'S Heirs. Apply sixty days' extension time for British Government to file answer to requete of intervention Ottoman and other Companies. Anxious receive early text decision French Tribunal.—PROCTOREX, LONDON.

C. 79071/30 [No. 26].

No. 23.

TRIBUNAL ARBITRAL MIXTE FRANCO-TURC.

AFFAIRE: HÉRITIERS DU SULTAN ABDUL HAMID c/ GOUVERNEMENT FRANCAIS.

No. 50.

LE Tribunal arbitral mixte franco-turc, séant à Stamboul, Tchemberli-Tache. régulièrement composé de MM. Asser, président, Hadji Adil bey et Gandolphe, arbitres, assisté de M. Furnée, secrétaire;

Vu le mémoire introduit à la date du 31 mai, 1926, au nom de: Selim, Ahmed, Abdul Kader, Burhaneddin, Abdurrahim, Noureddin, et Abid Effendis; Nadjié, Peiveste, Aiché, Bedrié, Filek, Muchfika, Saliha hanoum, fils, filles et femmes de feu le Sultan Abdul Hamid, agissant en qualité de ses héritiers, ainsi qu'en fait foi le document émis par le Tribunal Kassam daté du 9 Rébiulahir 1338 dont copie est jointe au présent mémoire;

* No. 20. † No. 21.

ledit mémoire tendant à la restitution en vertu des dispositions de l'Article 65 du Traité de Lausanne de différentes propriétés indiquées par état et situées à Alep, Beyrouth et en d'autres lieux de la Syrie, due Liban et des autres territoires sous mandat français;

exposant que lesdits immeubles font partie de l'héritage à eux dévolu selon les dispositions du Chéri, puisqu'ils ont été achetés par le défunt Sultan pour sa propre personne et à la condition qu'ils soient devolus à ses héritiers à sa mort;

Vu le contre-mémoire du Gouvernement français exposant que les biens revendiqués sont au nombre de ceux acquis par l'ex-Sultan Abdul Hamid et saisis en vertu des Iradés du 26 août, 1324, et du 20 avril, 1325, puis gérés depuis cette date par le Trésor Turc; que leurs revenus faisaient partie des recettes budgétaires de l'Etat; qu'en vertu des dispositions de l'Article 60 paragraphes 2 et 4 du Traité de Lausanne lesdits biens sont devenus la propriété des Etats sur le territoire desquels ils sont situés sous reserve pour ces Etats de respecter les Wakoufs constitués sur ces biens;

que ces Etats ont acquis lesdits biens gratuitement et ne doivent aucune restitution ou indemnisation quelconque à leurs anciens propriétaires;

demandant au Tribunal de déclarer les demandeurs non recevables en leur instance, de déclarer celle-ci mal fondée et de les en debouter;

Vu la réplique des demandeurs, exposant que les biens et droits de feu Abdul Hamid ont été reconnus être la propriété exclusive de ses héritiers en vertu des actes de succession et des jugements rendus par les tribunaux du Chéri alors seuls compétents dans cette matière; qu'actuellement encore les biens immeubles appartenant au Sultan Abdul Hamid sont enregistrés en son nom au cadastre;

alléguant que les Iradés invoquées par le défendeur ne peuvent avoir force de loi et qu'elles ont toujours été l'objet de litiges et de discussions entre le Gouvernement turc d'alors et les héritiers d'Abdul Hamid; que ces derniers ont fait valoir leurs droits devant les tribunaux turcs et que des procés engagés à cet effet sont encore en cours; qu'il faut distinguer entre trois catégories différentes de biens dont la gérance revenait à la liste civile, savoir; (*a*) les biens de la couronne, (*b*) les biens anciens (Kadimé), (*c*) les biens particuliers;

que cette dernière catégorie qui n'est pas prévue dans les Iradés susmentionnées fait également l'objet d'une partie de la réclamation;

maintenant intégralement leurs conclusions antérieures;

Vu la requête en intervention faite par le Gouvernement de la République Libanaise en vertu des dispositions de l'Article 20 du Règlement de Procédure, exposant que l'action intentée par les héritiers du Sultan Abdul Hamid concerne des biens immeubles appartenant au Gouvernement Libanais et que dès lors il a un intérêt légitime à intervenir au présent procès;

contestant que les héritiers d'Abdul Hamid soient qualifiés pour ester en justice devant le Tribunal arbitral mixte franco turc étant donné qu'aux termes de la loi turque du 3 mars, 1340, ils ont perdu la nationalité turque;

alléguant en outre que les dispositions de l'Article 65 du Traite de Lausanne sont inapplicables en l'espèce, les biens réclamés n'ayant pas été l'objet d'une liquidation ou d'autres mesures exceptionnelles de guerre de la part des Puissances alliées;

que l'action aurait dû être dirigée contre le Gouvernement Libanais sur le territoire duquel les immeubles réclamés sont situés et non pas contre le Gouvernement français;

réservant ses conclusions quant au fond du procès;

demandant au Tribunal;

d'admettre la demande en intervention;

de se déclarer incompétent pour connaître de la demande principale;

subsidiairement de declarer les héritiers d'Abdul Hamid irrécevables en leur demande, en tous cas de déclarer celle-ci mal fondée et de les en debouter; de condamner les héritiers d'Abdul Hamid conjointement et solidairement au paiement au Gouvernement Libanais de la somme de L.St.2,000 à titre de dommages-intérêts, de frais de voyage et d'honoraires de defense;

Vu la réponse du Gouvernement Turc à la demande en intervention, exposant qu'aux termes de l'Article 65 du Traité de Lausanne l'obligation de la restitution des biens se trouvant sur les territoires détachés de l'Empire Ottoman est explicitement assumés par les Puissances alliées exerçant leur autorité sur lesdits territoires;

Qu'il en résulte que le demande en intervention du Gouvernement Libanais est mal fondée;

demandant au Tribunal de la rejeter;

Oui à l'audience du ler avril, 1930, Me. Nezim Mazliah Bey en sa plaidoirie pour la partie demanderesse;

Oui M. Pierre Jaudon en ses observations et conclusions tendant à ce que le Tribunal—

(1) se déclare incompétent,

(2) déclare la requête irrécevable,

(3) déclare l'action mal fondée et en déboute les réquérants en mettant les frais a leur charge;

Oui Me. Kamil Eddé en sa plaidoirie pour le Gouvernement Libanais.

Oui Mustafa Nachid Bey en ses observations et conclusions.

Vu les notes d'audience présentées par les parties au procès;

En droit;

Sur la demande en intervention:

Attendu que le Gouvernement de la République Libanais a demandé à intervenir dans le présent procès;

Attendu que ladite République ne figure pas parmi les signataires du Traité de Lausanne;

Attendu qu'il en résulte que—bien que la légitimité de l'intérêt prétendu de la réquérante en intervention ne puisse être contestée—sa demande ne peut être reçue par le Tribunal;

Sur l'action principale;

Attendu qu'à l'audience du ler avril, 1930, le représentant des demandeurs a déclaré que Selim Effendi, Abid Effendi et Aiché Sultane ont retiré les pouvoirs donnés aux mandataires qui avaient signé en leur nom la requête introductive d'instance;

Attendu qu'à l'audience du ler avril, 1930, Monsieur l'agent Général du Gouvernement Français a excipé de l'incompétence du Tribunal, en faisant valoir que les demandeurs et les demanderesses ont perdu la nationalité Turque en vertu des dispositions de la loi Turque du 3 mars, 1924;

Attendu qu'à la même audience du ler avril, 1930, Monsieur l'agent du Gouvernement Turc a déclaré que ladite loi du 3 mars, 1924, a fait perdre leur qualité et droits de citoyen turc aux membres de la dynastie d'Osman;

Que par conséquent les fils et filles de feu Abdul Hamid tombent sous l'application de la loi precitée, mais que les épouses de l'ex-Sultan ainsi que les épouses-veuves d'un ancien prince et l'époux veuf d'une ancienne princesse ont gardé la nationalité Turque;

Attendu que le Tribunal adopte cette interprétation de la loi du mars, 1924, interprétation qui n'a pas été contestée par le défendeur;

Attendu qu'il en suit que l'exception d'incompétence ratione *personæ* est fondée en ce qui concerne les fils et filles d'Abdul Hamid et malfondée en ce qui concerne les autres demandeurs et demanderesses;

Attendu toutefois quant à la demande intentée par ces autres demandeurs et demanderesses que le Tribunal est incompétent d'en connaître ratione *materiæ;*

Attendu en effet qu'à l'égard de la revendication des demandeurs portant sur des biens et propriétés figurant dans les différentes catégories visées par l'Article 60 du Traité de Lausanne, aucune compétence du Tribunal Arbitral Mixte n'a été établie par les dispositions dudit article;

Attendu d'autre part que les demandeurs ont basé leur requête sur l'Article 65 de Traité;

Attendu que d'apres l'alinéa 2 in fine dudit article les biens droit et intérêts qui appartiennent à des ressortissants turcs sur les territoires détachés de l'Empire Ottoman en vertu du Traité de Lausanne et qui auraient été l'objet de liquidation ou autres mesures exceptionnelles quelconques de la part des autorités des Puissances Alliées seront restitués aux ayants-droit.

Attendu qu'aux termes de l'alinéa 3 de l'Article 65 précité les biens, droits et intérêts qui sont situés sur un territoire détaché de l'Empire Ottoman en vertu du Traité de Lausanne et qu'après avoir été l'objet d'une mesure exceptionnelle de guerre par le Gouvernement Ottoman sont actuellement entre les mains de la Puissance contractante exercant l'autorité sur ledit territoire, et qui peuvent être identifiés ainsi que les biens immobiliers qu'auraient été liquidés par ladite Puissance contractante seront restitués à leur légitime propriétarie;

Attendu que d'après l'alinéa 4 de l'Article 65 tous litiges relatifs à la restitution des biens susvisès sont soumis au Tribunal Arbitral Misete;

Attendu qu'en l'espèce les demandeurs n'ont pas prouvé que les biens dont ils réclament la restitution ont été l'objet d'un mesure exceptionnelle de guerre ou d'une mesure de liquidation;

Attendu qu'en conséquence, une des conditions essentielles pour l'application des dispositions de l'Article 65 et pour admettre la compétence du Tribunal ne se trouve pas remplie;

Par ces motifs;
Vu la loi turque du 3 mars, 1924, et les Articles 60 et 65 du Traité de Lausanne et l'Article 28 du Règlement de Procédure,
Jugeant à l'unanimité,
Déclare 1 réquérante en intervention non recevable en sa demande;
Se déclare incompétent ratione personæ pour connaître de la demande introduite par les fils et les filles de feu Abdul Hamid,
Se déclare incompétent ratione materiæ pour connaître de la demande intentée par les autres demandeurs et demanderesses;
Met les frais de la demande en intervention fixés à Ltqs.100 à la charge de la réquéranteen intervention;
Met les frais de l'action principale fixés à Ltqs.100—à la charge de la partie demanderesse;
Dit que ces frais seront couverts par les consignations déja versées au secretariat du Tribunal;
Requiert Messieurs les Agent Généraux des Gouvernements Français et Turc, d'assurer la prompte exécution du présent jugement.

Istanbul, le avril, 1930.

C. 79071/30 [No. 27].

No. 24.

TREASURY SOLICITOR to COLONIAL OFFICE.

THE Treasury Solicitor presents his compliments to the Under-Secretary of State for the Colonies and with reference to previous communications in the matter of the claim of the Heirs of the late Sultan Abdul Hamid transmits herewith for information a copy of certain further correspondence relating to that claim.

29th April, 1930.

Enclosure 1 in No. 24.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
Constantinople,
17th April, 1930.

(No. 8.)

SIR,

I HAVE the honour to refer to my letter numbered as above and dated the 10th instant relative to the demand of intervention of the Ottoman Imperial Estates Incorporated and other companies.

I had the occasion of seeing Mr. Hammerich, the President of the Anglo-Turkish Mixed Arbitral Tribunal and discussing with him again the position as regards this intervention. Mr. Hammerich explained to me that his refusal to grant the sixty days extension of delay asked for in accordance with your telegram T. & M. 12173 of the 9th instant,* was due solely to his anxiety to have the case heard in October next.

He further explained his views in this matter, which are as follows:—

According to the provisions of Article 28 of the Rules of Procedure, an answer to an intervention can only be an opposition to it. If one of the two parties is not opposed to the intervention, there is no need of filing an answer.

In any event, an answer either in favour or against the intervention, which would develop elaborate arguments, would naturally provoke a reply from the interveners or from the other party, and that would lead up to a new cycle of written procedure, which the President wants to avoid at all costs. In Mr. Hammerich's opinion if either party desires to oppose the intervention, the best ground of opposition would be that the intervention has taken place after the closing of the written procedure and would have as a result to delay the hearing of the principal cause. If such an opposition to the intervention is made, the President is willing to reject the intervention. If, however, no opposition is raised by either party, then the Tribunal will admit the intervention and will invite the interveners to appoint their representatives to be present at the hearing of the case in October.

* Enclosure in 22.

Mr. Hammerich further informed me that in any case, whether the intervention is rejected or admitted, His Majesty's Government will naturally have at the hearing a right to develop any arguments they desire regarding the position of the intervening companies in respect of the claimants.

Mr. Hammerich intends to leave for Denmark about the 24th of April, and in case you desire to have any communication made to him or have his opinion on any particular point, please instruct me by telegram, which should reach me on the morning of Thursday, the 24th instant, at the latest. The Secretariat of the Tribunal will, however, remain open until the first week of July.

The Italian Agent communicated to me the Memorial lodged by him with the Italo-Turkish Mixed Arbitral Tribunal in answer to the intervention and I enclose herewith a copy of it, for your information.

I have, &c.,
C. MASSOUDI,
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

The Treasury Solicitor,
Storey's Gate,
St. James's Park,
London, S.W.1.

Constantinopli, le 14 avril, 1930.

Ambasciata di S.M. il re d'Italia.

MEMOIRE

présenté par l'Agent du Gouvernement R. d'Italie contre
la requête des Sociétés

(1) The Ottoman Imperial Estates Incorporated
(2) Abdul Hamid Landed Estates Limited
(3) Abdul Hamid Oil Concessions Limited
(4) Abdul Hamid Mines Limited
(5) Abdul Hamid British Trust Limited

ci-après dénommées " requérants "
tendant à intervenir dans l'affaire No. 42 Héritiers du Sultan Abdul Hamid contre l'Etat Italien.

Ayant eu communication de la requête susindiquée, l'Agence Italienne a l'honneur de signifier au Tribunal A.M. qu'au nom de son Haut Mandant, elle s'oppose formellement à l'admission de l'intervention requise, pour les considérations suivantes: (1) En ce qui concerne l'exposé des faits contenu dans la dite requête, il y a lieu de compléter ce qui est mentionné au No. 5.

Il est exact qu'en date du 31 janvier, 1925, les mandataires du requérant No. 5 s'adressèrent au Ministère des Affaires Etrangères à Rome pour demander la restitution des propriétés, possessions, droits et intérêts autrefois inscrits au nom du Sultan Abdul Hamid dans l'ex Sandjak de Bengasi. Mais le Gouvernement d'Italie, par l'intermédiaire de l'Ambassade Royale à Londres, fit connaître qu'il fallait produire les titres et les documents de nature à prouver les droits prétendus et sur lesquels les bureaux compétents fonciers de la Cyrénaique seraient appelés à se prononcer. Les requérants ne donnèrent aucune suite à ces indications, qui étaient conformés aux principes édictés par les Decrets du 26 janvier et du 29 juin, 1913, concernant la reconnaissance des droits fonciers en Lybie. Ils prétendent faire valoir maintenant leurs intérêts dans la instance introduite directement par les héritiers du Sultan par devant ce Tribunal Arbitral qui n'est pas compétent en la matière, s'agissant de rapports juridiques réglés par les decrets susmentionnés de 1913, c'est à dire à une époque antérieure à la guerre, à laquelle le pouvoir jurisdictionnel de l'honorable Tribunal ne saurait s'étendre.

2. Abstraction faits de ces considérations rélatives au fond, l'intervention est irrécevable pour des motifs dont l'évidence n'aurait étre méconnue. Le requérant No. 1, ayant été constitué comme personne juridique en Virginie U.S.A., à la nationalité américaine. Les Etats Unis d'Amérique n'étant pas signataires du Traité de Lausanne, l'" Ottoman Imperial Estates Incorporated " ne saurait se prevaloir des dispositions du dit traité, et partant n'a pas qualité pour s'adresser aux tribunaux arbitraux mixtes institués par le même traité. C'est précisement sur la base de ces arguments que le Tribunal A.M. turco-français a, tout récemment, rejeté la requête du Gouvernement Libanais tendant à intervenir dans le procès similaire intenté par les héritiers du Sultan contre l'Etat Français.

Les requérants No. 3 et No. 4 n'ont aucun intérêt à intervenir contre l'Etat Italien, étant donné que l'on demande à ce dernier la restitution des biens situés en Cyrénaique, qui auraient été cédés *seulement* au requérant No. 2. En outre, les motifs suivants, qui visent également tous les requérants ayant la nationalité anglaise, sont également valables à leur encontre.

3. Les tribunaux arbitraux mixtes ont été institues pour trancher les litiges naissant de certaines mesures prises pendant une période déterminée et survenant entre les sujets ou les gouvernements alliés d'une part et le gouvernement turc ou les sujets turcs de l'autre. Il s'ensuit que ce n'est pas devant les tribunaux arbitraux mixtes qui les sujets alliés (tels que les requérants) peuvent s'adresser contre un gouvernement allié ni par action directe ni par voie d'intervention. Les litiges entre sujets et gouvernements alliés doivent être tranches par tribunaux ordinaires.

Il est vrai que l'article 28 du Règlement de Procédure dit que " toute personne qui prétend faire valoir un intérêt légitime dans l'instance peut y intervenir. . . ," sans mentionner d'autres conditions. Mais cette disposition doit être interprétée dans le cadre des principes généraux qui règlent la compétence du tribunal arbitral et qui sont de l'essence même du système établi par le traité de paix. De même que les sujets alliés ne peuvent intenter devant les T.A.M. une action directe contre un des gouvernements alliés, de même ils ne peuvent intervenir dans une action déjà intentée par un sujet turc *pour pendre des conclusions contre un des gouvernement alliés*. L'intervention ne saurait être admissible qu'autant qu'elle viendrait à l'appui des conclusions d'un gouvernement allié.

D'ailleurs l'article 28 rappelle l'article 19, et ce dernier exige a la lettre (c) " un exposé de droit indiquant les articles du Traité de Lausanne sur lesquels le demandeur (ou le requérant) entend se fonder." Celà prouve encore une fois que l'intervention ne peut porter que sur l'application des articles du Traité de Lausanne en tant qu'ils donnent compétence au Tribunal Arbitral Mixte.

Les requérants ont eu soin de ne citer à l'appui de leur demande aucun article du Traité de Lausanne. En l'espèce, la citation de ces articles aurait dénoté d'une manière manifeste que leurs prétentions sont dirigées contre l'Etat Italien, ce qu'ils savent bien de ne pas pouvoir faire en ce procès. Ils ont donc préféré invoquer les contrats de cession passés avec les héritiers du Sultan. Mais celà entraine d'un autre côté l'incompétence du tribunal arbitral, qui ne saurait jamais se prononcer sur la question de savoir si les requérants sont ou non les cessionaires des dits héritiers. Il y a là une question de droit commun qui ne touche pas à l'application du Traité de Lausanne ni, par conséquent, a la compétence de l'honorable Tribunal arbitral mixte. Il n'y a pas non plus un intérêt quelconque à décider, dès à présent, sur cette question. Elle devrait, si besoin en est, être tranchée par les tribunaux ordinaires à un moment ultérieur.

4. Il n'est pas superflu d'examiner de plus près les conclusions de requérants.

Ils concluent à ce qu'il plaise au Tribunal de " donner acte aux parties de l'existence des droits des requérants." A quels droits fait-on allusion? Rien n'est précisé. On laisse tout dans la vague; on a expressément cherché une formule équivoque, attendu que les requérants, soit qu'ils eussent invoqué leurs doits de cessionaires vis-à-vis des héritiers du Sultan, soit qu'ils se fussent ralliés aux mêmes héritiers, se seraient également heurtés à l'Incompétence du Tribunal. Ils ont cru qu'une conclusion anodine pouvait les sauver de cette impasse, en parlant génériquement de leurs droits. Mais cet expédient ne vaut pas à justifier leur intervention.

Dans la doctrine et dans la pratique judiciaire on admet deux sortes d'intervention volontaire: ad adjuvandum ou ad excludendum; celui qui intervient peut faire deux choses donner son appui à la thèse d'une des parties ou bien exclure les droits de l'une et de l'autre partie. Les requérants ne se sont pas conformés à cette prescription. Pour satisfaire aux règles de procédure et aux principes du traité de paix, ils auraient dû, pour le moment, porter leur attaque contre les héritiers du Sultan, qui demandent en leur nom et dans leur propre intérêt les biens cédés. Mais celà aurait été trop peu. Les requérants trouvent très commode que l'action contre l'Etat Italien soit poursuivie par les héritiers, vu qu'ils ne pourraient pas les remplacer comme parties à cette affaire. Un nouvel accord est évidemment intervenu à la dernière heure: les héritiers, ou plutôt leurs mandataires, font le procès dans l'intérêt de tous, et les requérants ont recours à l'intervention sous prétexte de demander une déclaration générique de leurs droits. Mais, dans ces conditions et dans ces limites l'intervention n'est pas admissible; elle se heurte aux principes bien établis de la procédure.

5. Encore un argument. Supposons pour un instant que le tribunal donne acte de l'existence des droits des requérants. Il est évident qu'un nouveau jugement devrait préciser le contenu et la directive de ces droits. Et ce nouveau jugement

devrait être prononcé par un autre tribunal qui serait un tribunal ordinaire. Mais, dans un tel cas, quelle serait l'autorité de la déclaration que les requérants demandent a l'honorable Tribunal Arbitral Mixte?

Aucune. La déclaration générique prononcée par le T.A.M. n'aurait pas l'autorité de la chose jugée auprès de l'autre tribunal appelé à statuer ultérieurement.

Par conséquent, la forme d'intervention choisie, ne visant pas un résultat juridiquement appréciable, ne se base sur aucun intérêt légitime digne de protection dans la phase actuelle de la procédure.

Par ces motifs

plaise au tribunal

Rejeter la requête d'intervention dont il s'agit.

(signé) MONTAGNA.

Enclosure 2 in No. 24.

FOREIGN OFFICE to MR. EDMONDS, CONSTANTINOPLE.

(Sent 5.40 p.m., 17th April, 1930.)

TELEGRAM.

No. 23. FOLLOWING from Treasury Solicitor for British Agent before Anglo-Turkish Mixed Arbitral Tribunal:—

" Claim of Heirs of late Sultan Abdul Hamid. 18th October is acceptable to British Government as date for trial. Please draft and lodge answer to Petition for Intervention to effect that owing to provisions of Article 28 of Rules of Procedure Intervention should not now be allowed.

" Kindly ascertain and report manner in which the Iradés of 1908 and 1909 were proved in the proceedings before the Franco-Turkish Mixed Arbitral Tribunal.

" It is observed that President has refused a delay to claimants for filing Contre-Réplique Speciale. Does this mean no further pleading by claimants will be delivered or that a pleading may be expected within time originally limited."

Enclosure 3 in No. 24.

HIS MAJESTY'S CHARGE D'AFFAIRES, CONSTANTINOPLE, TO FOREIGN OFFICE.

(Received 5.50 p.m., 19th April, 1930.)

TELEGRAM.

No. 23. 19TH APRIL. Your telegram No. 23. Following for Treasury Solicitor from British Agent:—

Your telegram of 17th April.

I have lodged answer to intervention in accordance with your instructions. Written procedure closed and no further pleading from claimants will be admitted except eventually answer to intervention. About Iradés I am writing.—*Ends*.

Enclosure 4 in No. 24.

9, Great St. Helens, London, E.C.3, 24th April, 1930.

SIR,

WE are acting for His Majesty the late Caliph Abdul Medjid II, acting for himself in His own name and in the name of some sixty-five members of the late Imperial Ottoman family other than descendants of the late Sultan Abdul Hamid.

We are instructed on His behalf to protest against any claim which may have been made personally and exclusively by descendants of the late Sultan Abdul Hamid to such Real or Personal Estate as is referred to in the Treaty of Lausanne and situated in countries under British Mandate. All such Real or Personal Estate, whoever may be the nominal holder, is the common property of the entire Imperial family, of which His Majesty the late Caliph is actually the sole responsible representative and trustee. There can be no question of an Estate reverting exclusively to descendants of the late Sultan Abdul Hamid, the only admissible question being that of the

patrimonial Estate of the late Imperial Ottoman family, Estate to be liquidated to the benefit of all the members of that family without exception, and apportioned between them in such shares as Mohammedan and Ottoman law and custom may require. We are consequently instructed to express formal objection to, and protest against, any delivery of moneys or properties to descendants of the late Sultan Abdul Hamid exclusively, and beg to give notice thereof to the British Government.

We shall be glad if you will kindly acknowledge receipt of this notice.

We have, &c.,
DEACON & Co.

The Treasury Solicitor,
Storey's Gate,
St. James's Park, London, S.W.1.

Enclosure 5 in No. 24.

Storey's Gate, St. James's Park,
DEAR SIRS, London, S.W.1, 25th April, 1930.

I BEG to acknowledge the receipt of your letter of the 24th instant on behalf of various members of the late Imperial Ottoman family.

You are, however, no doubt aware of the proceedings before the several Mixed Arbitral Tribunals acting under the terms of the Treaty of Lausanne.

I am, &c.,
A. W. BROWN.

Messrs. Deacon & Co.,
9, Great St. Helens, E.C.3.

Enclosure 6 in No. 24.

DEAR SIR, 9, Great St. Helens, London, E.C.3, 26th April, 1930.

WE are obliged for your letter of the 25th instant, and note your reference to the proceedings before the several Mixed Arbitral Tribunals acting under the terms of the Treaty of Lausanne.

Yours, &c.,
DEACON & Co.

The Treasury Solicitor,
Storey's Gate,
St. James's Park, S.W.1.

Enclosure 7 in No. 24.

Office of the British Agent,
(No. 8.) Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate-General,
SIR, Constantinople, 24th April, 1930.

I HAVE the honour to acknowledge the receipt of your telegram of the 17th instant reading:—

"Claim of heirs of the late Sultan Abdul Hamid. 18th October is acceptable to British Government as date for trial. Draft and lodge answer to Petition for Intervention to the effect that owing to provisions of Article 28 of Rules of Procedure intervention should not now be allowed. Please ascertain authentic manner in which Iradés of 1908 and 1909 were proved in proceedings before Franco-Turkish Mixed Arbitral Tribunal. It is observed that President has refused delay to claimants for filing Contre-Réplique Spéciale. Does this mean that no further pleading by claimants will be delivered or that pleading may be expected within the time originally limited.—Treasury Solicitor."

and I confirm my telegram of the 19th instant running:—

"Your telegram 17th Lodged answer to intervention according your instructions. Written procedure closed no further pleading from claimants will be admitted except eventually answer to intervention. About Iradés writing. —British Agent."

I informed the President of the Tribunal that the date of the 18th October, 1930, is acceptable to His Majesty's Government for the trial of the above claim, and I have just received his answer informing me that this date has been definitely fixed for the hearing.

In accordance with your instructions, I lodged with the Secretariat of the Tribunal an answer to the Petition for Intervention of the Ottoman Imperial Estates Incorporated and other Companies, of which I enclose herewith a copy. I have every reason to believe that the Petition will be rejected.

The last delay for filing the Contre-Réplique Spéciale on behalf of the claimants expired on the 16th of March. Although the "Mandataires" of the claimants applied for a further extension of time, the President positively refused to grant it and on the 18th of March he sent out the official notification that the written procedure has been closed. Therefore the claimants have no right to lodge any further pleading and the written procedure will remain at its present stage, that is without a Contre-Réplique Spéciale of the claimants. The only pleading which the claimants have a right to lodge is their answer to the intervention of the Companies and this expires on the 30th instant.

As regards the manner in which the Iradés of 1908 and 1909 have been authenticated before the Franco-Turkish Mixed Arbitral Tribunal, I made enquiries and ascertained that the position is as follows:—

The President and the Greffier of the Franco-Turkish Mixed Arbitral Tribunal reside ordinarily in Paris and come here only for a short stay of ten to fifteen days twice a year; they returned to Paris immediately after the judgment in the Abdul Hamid claim had been delivered. Consequently all communications of any importance, that pass between the French Agent-General and the President of the Tribunal, take place in Paris. This has been the case with the texts of the Iradés which have been communicated by the French Agent-General, Monsieur Jaudon, directly to Mr. Asser, President of the Franco-Turkish Mixed Arbitral Tribunal. The local French Agent informed me that the fact that the Iradés have been communicated officially by the representative of the French Government has been considered by the Tribunal to be sufficient proof of their authenticity.

I asked the opinion of the President of the Anglo-Turkish Mixed Arbitral Tribunal on this point and he informed me that it has been the constant practice of the Tribunal to accept documents officially communicated by the respective Agents of the Governments as being authentic, and no further proof of their authenticity has ever been asked.

Therefore if the texts or translations of the two Iradés are communicated officially by the British Agent, the Tribunal will consider them as being the genuine texts which had been communicated to the Allied Delegations in Lausanne during the discussions on Article 60.

I have, &c.,
(Sgd.) ?
for British Agent,
Anglo-Turkish Mixed Arbitral Tribunal.

TRIBUNAL ARBITRAL MIXTE ANGLO-TURC.

(Affaire No. 8.)

Héritiers de feu le Sultan Abdul Hamid

contre le

Gouvernement de Sa Majesté Britannique

Réponse de l'Agent du Gouvernement de Sa Majeste Britannique.

A la Requête en intervention soumise par:—

(1) The Ottoman Imperial Estates Incorporated,
(2) The Abdul Hamid Landed Estates Limited.
(3) The Abdul Hamid Oil Concessions Limited,
(4) The Abdul Hamid Mines Limited.
(5) The Abdul Hamid British Trust Limited.

L'Agent Britannique ayant reçu notification en date du 31 mars, 1930, de la requête en intervention soumise par les Sociétés réquérantes ci-dessus, a l'honneur

d'informer votre Honorable Tribunal au nom de son Gouvernement qu'il s'oppose à l'admission de cette intervention pour les raisons suivantes :—

L'Article 28 du Règlement de Procédure spécifie expressément dans son dernier alinéa que l'intervention ne pourra retarder le jugement de la cause principale. La requête des susdites Sociétés a été soumise au Tribunal apres la cloture officielle de la procédure écrite et aurait pour conséquence de retarder le jugement de la cause principale.

Par ces motifs et tous autres à faire valoir le cas échéant, l'Agent Britannique requiert votre Honorable Tribunal à ce qu'il veuille bien rejeter la demande en intervention introduite par les susdites sociétés.

C. 79071/30 [No. 40].

No. 25.

TRIBUNAL MIXTE TURCO-ANGLAIS.

LES HÉRITIERS DU FEU SULTAN ABDUL HAMID

et

LE GOUVERNEMENT DE SA MAJESTÉ BRITANNIQUE.

Note de Plaidoirie.

ATTENDU que l'affaire en cause est devant le Tribunal par exception d'incompétence conformément à l'article 27 du règlement de procédure. Qu'il importe premièrement de soulever toute exception d'incompétence ratione personæ :—

A. *Nationalité.* Attendu que l'exception d'incompétence à cause de la nationalité des requérants est suffisament établie dans la procedure écrite du Gouvernement Britannique.

B. *Fondés de pouvoir.* Attendu que la demande est faite au nom de 12 personnes qui se nomment les héritiers du feu Abdul Hamid, et qu'elle est introduite par H. Rifaat, le mandataire, paraît-il de S. Gunsberg.

Et que sur la demande du Gouvernement Britannique, la partie demanderesse a versé au Tribunal les procurations qui devaient établir le droit de H. Rifaat d'intenter ce procès au nom des héritiers.

Qu'en effet ces procurations au nombre de sept, n'établissent d'aucune façon le droit du signataire des actes de procédure d'agir comme mandataire des héritiers, (sauf peut-étre Mehmed Burhaneddine et Ahmed) : que les procurations susdites ne viennent pas des héritiers mais qu'elles ont été accordées par des personnes qui se nomment gratuitement mandataires des héritiers.

C. *Delegatus non potest delegare.* Attendu que le principle de droit "delegatus non potest delegare" a été déjà invoqué dans la procédure écrite, et qu'il suffit de remarquer que ce principe est sanctionné tant par la loi anglaise que par la loi turque, qu'il résulte que le Tribunal est incompétent pour connaître le présent litige ratione personæ.

D. Attendu que le Tribunal est incompétent de connaître la demande intentée par les héritiers ratione materiæ, qu'il importe premièrement d'examiner l'exposé de droit dans le memoire introduisant l'instance au Tribunal; que cet exposé entend se fonder sur une partie de l'article 65 du Traité de Lausanne, qui vise les biens droits et interêts, qui existent :—

(*a*) sur les territoires placés sous la souveraineté ou le protectorate des Puissances alliées au 29 octobre 1914;

(*b*) sur les territoires détachés de l'Empire ottoman à la suite des guerres balkaniques, et placés aujourd'hui sous la souveraineté des dites Puissances, et qui appartiennent à des resortissants turcs.

Attendu que les biens litigieux ne sont situés ni "sur des territoires placés sous la souveraineté ou la protection des puissances alliées au 29 octobre 1924," ni " sur des territoires détachés de l'Empire ottoman à la suite des guerres balkaniques."

Attendu que le reste de l'article est insuffisant à soutenir la thèse des réclamants, qu'outre les deux catégories de biens mentionnés ci-dessus, l'article en question vise dans l'alinéa 2 les biens qui se trouvent sur

(*c*) les territoires détachés de l'Empire ottoman en vertu du présent Traité, et

(1) qui auraient été l'objet de liquidation, ou autres mesures exceptionnelles quelconques de la part des autorités des Puissances alliées,

et dans l'alinéa 3 les biens qui :

(2) aprés avoir été l'objet d'une mesure exceptionnelle de guerre par le gouvernement ottoman, sont actuellement entre les mains de la Puissance contractante exercant l'autorité sur ledit territoire.

Attendu qu'il est vrai que les biens litigieux sont sur des territoires detachés de l'Empire ottoman en vertu du présent Traité, mais qu'aucune des deux conditions auxquelles cette disposition subordonne ses effets n'est realisée, puisque ces biens n'ont pas été l'objet de liquidation ni de mesures exceptionnelles quelconques de la part des autorités des Puissances alliées quant à la première condition, ni, quant a la deuxième condition, l'objet de mesures exceptionnelles de guerre par le Gouvernement Ottoman.

Attendu qu'il y lieu de souligner le principe que le Tribunal est seulement compétent pour régler les litiges sur les biens qui ont été l'objet de mesures de guerre.

Que ce principe a été appliqué par le Tribunal Mixte Turco-Anglais dans l'affaire Pisani, contre le gouvernement turc, Tome VIII, T. A. M. (1928), p.209, qui décida, "qu'il ressort de l'ensemble des dispositions des Articles 65 et 66 du Traité, rapprochées de la clause generale formulée par l'Article 58, que les tribunaux arbitraux mixtes sont appelés à statuer sur les consequences juridiques de certaines mesures dites exceptionnelles de guerre . . . . ."

Attendu que les immeubles litigieux ont été repris à Abdul Hamid non par une mesure de guerre des autorités alliées, mais par l'effet d'une loi, ou d'une mesure administrative d'avant guerre de l'autorité turque; que les biens litigieux après avoir été saisis en vertu des Iradés susvisés, furent gérés par le Trésor turc, et que leur revenus faisaient partie du budget de la liste civile de l'Etat.

Attendu qu'il a été établi par la jurisprudence constante du Tribunal, et particulièrement dans l'affaire de Stephen Contre le Gouvernement Turc, T. A. M. Tome VIII (1928), p. 211, " que les T. A. M. ne sont que des organes extraordinaires et temporaires, établies à l'effet de trancher les litiges naissant de certaines mesures prises durant une période déterminée . . . . que cette periode ne saurait être autre que l'interval compris entre le commencement de la guerre, et la mise en vigueur du Traité."

Attendu que les Iradés qui visaient les biens litigieux furent promulgués en 1908-9 une période bien anterieure à celle prévue par le Traité.

Que le Traité n'a pour objet que de règler les suites de la guerre mondiale, et celle de la guerre subséquent turco-hellénique (comme aussi des guerres balkaniques). Et que le pouvoir juridictionel de l'honorable Tribunal ne saurait s'étendre à des mesures d'ordre public prises en 1908 et 1909 :—

Attendu que l'Article 60 du Traité dispose ce qui suit :—

(*a*) Les Etats en faveur desquels un territoire a été, ou est, détaché de l'Empire ottoman, soit à la suite des guerres balkaniques, soit par le present Traité, acquerront gratuitement tous biens et propriétés de l'Empire ottoman situés dans ce territoire.

(*b*) Il est entendu que les biens et propriétés dont les Iradés du 26 août 1324 (8 septembre 1908) du 20 avril 1325 (2 mai 1909) ont ordonné le transfert de la Liste Civile à l'Etat, ainsi que ceux qui, au 29 octobre 1918, etaient administrés par la Liste Civile au profit d'un service public, sont compris parmi les biens et propriétés visés à l'aliéna précédent, lesdits Etats étant subrogés à l'Empire ottoman en ce qui concerne ces biens et propriétés. les vakoufs constitués sur ces biens devant être respectés.

Que ce sont précisément les biens transférés par les Iradés (à l'alinéa b, ci-dessus), que revendique dans l'espèce la partie demanderesse, et qu'ils sont par conséquent gratuitement et définitivement acquis à l'état en faveur duquel le territoire est détaché.

Qu'en réalité, les Iradés susvisés sont d'une valeur juridique incontestable et même s'ils pourraient être abrogés par les Tribunaux turcs, devraient être respectés par le Tribunal.

Que d'avantage les Iradés furent dûment promulgués, et qu'ils entrerent de suite en vigueur, et qu'ils n'ont jamais été declaré sans effet, ni par les tribunaux turcs, ni ailleurs.

Qu'en présence du maintien formel de ces Iradés par le Traité, il serait impossible aux requérants de chercher à en modifier les dispositions, ni d'attaquer leur valeur juridique.

Que l'Iradé du 8 janvier 1920, invoqué par les requérants, ne saurait porter atteinte à la disposition de l'Article 60, qui stipule explicitement que le transfert ordonné par les Iradés, sera maintenu.

Attendu que la compétence du Tribunal est étroitement limité par le Traité, de telle sorte qu'il impose au Tribunal de rechercher dans chaque cas qui se présente, si les dispositions lui donnent compétence pour en connaître.

Par ces motifs—

Qu'il plaise au Tribunal :—

(1) de se déclarer incompétent,
(2) de déclarer la requête irrecevable,
(3) de déclarer l'action mal fondée, en conséquence débouter les requerants, et les condamner aux dépens.

C. 79071/30 [No. 50]

No. 26.

DR. A. W. BROWN (TREASURY SOLICITOR)

to

MR. H. R. COWELL (COLONIAL OFFICE).

Storey's Gate, S.W.1., 16th December, 1930.

DEAR COWELL,

I HAVE received a cable from Owen-Wells to the effect that in this case the Tribunal has held itself incompetent, mainly on the grounds of no exceptional war measures. There appears to have been a last moment application by the Turkish Government for postponement to admit new evidence, which was refused. When I get Owen-Wells's full report I will let you have a copy.

Yours, &c.,
A. W. BROWN.

Enclosure in No. 26.

TELEGRAM FROM MR. OWEN-WELLS to DR. A. W. BROWN.

IN ABDUL Hamid Heir case Tribunal has held itself incompetent mainly on grounds of no exceptional war measures. Reference last moment application by Turkish Government for postponement to admit new evidence which was refused no incident took place Writing you fully.—OWEN-WELLS.

C. 79071/30 [Nos. 51-53]

No. 27.

THE SECRETARY OF STATE to THE OFFICER ADMINISTERING THE GOVERNMENT.

[1] 'IRAQ.
[2] PALESTINE.
[3] CYPRUS.

(Sent 1.30 p.m., 20th December, 1930).

TELEGRAM.

[1] No. 484. [2] No. 328. [3] No. 61. Anglo-Turkish Mixed Arbitral Tribunal has declared itself incompetent to deal with claim of heirs of Abdul Hamid mainly on ground of no exceptional war measures. Full report will be sent when received.—PASSFIELD.

C. 79071/30 [No. 57].

54

No. 28.

MR E. J. HOWLAND (TREASURY SOLICITOR)

to

MR. H. R. COWELL (COLONIAL OFFICE).

Storey's Gate, St. James's Park,
London, S.W.1, 24th December, 1930.

DEAR MR COWELL,

IN Brown's absence on leave, I am sending you, at his request, a copy of a letter which has come from Owen-Wells, together with the enclosure thereto. A copy of the further communication from him referred to therein will be sent to you in due course.

Yours, &c.,
E. J. HOWLAND.

Enclosure in No. 28.

Office of the British Agent,
Anglo-Turkish Mixed Arbitral Tribunal,
c/o British Consulate General,
Constantinople, 15th December, 1930.

(No. 8.)

MY DEAR DR. BROWN,

YOUR letter dated the 9th instant arrived this morning just as I was about to dictate a letter to you.

We have had a considerable amount of speculation and excitement here in the last three days, and I am writing to you this morning to report the situation *at the moment*, and will write you fully by the next Foreign Office Bag to tell you exactly what happened at the giving of the judgment : I will also wire you to-morrow the terms of the judgment, as arranged.

Three days ago, Monsieur Hammerich received a letter from the Turkish Agent, written in extremely strong language, asking for the judgment of the case to be postponed and for new evidence to be admitted. The letter also contains a thinly veiled threat if this request is not complied with. I have not had any communication from the Turkish Agent.

Monsieur Hammerich and Judge Hill both discussed the position with me and are firmly of the opinion that this request should not be granted. The Turkish interpretation of Articles 9 and 60 of the Rules of Procedure are obviously wrong, and if there were any reasonable excuse for reopening the case, it could then only be done after the judgment, under Article 55 of the Rules of Procedure, and this would be the procedure for the Turkish Agent to adopt.

The fresh evidence to which reference is made is not yet before the Tribunal.

Not wishing to take the entire responsibility for my own point of view before the Tribunal to-morrow, I consulted Mr. Morgan of the British Embassy, and he concurs that I should support the President's view.

From what Monsieur Hammerich tells me, I think he would pronounce judgment even if I was willing to agree with the Turks to postponement, but it seems to me, however, far better to get this judgment given on its merits now, and I feel sure you will concur in this.

I send you herewith :—

(1) copy of a letter from the Turkish Agent to Monsieur Hammerich;
(2) copy of what I intend to say at the hearing to-morrow, which will of course be varied to meet the circumstances which may arise;
(3) copy of to-day's newspaper *La Republique*.*

As regards your letter of the 9th instant, there is no doubt that whatever the result of the decision, the case will not be definitely disposed of, but there will be some further proceedings in London or elsewhere.

There is a close resemblance between the case put forward by Count Ostrorog and that of Samy Gunsberg, and no doubt they are now going to suggest that the lists *ab antiquo* (presumably the lists which they now attempt to put in) do include property exclusive of that referred to in the two Irades of 1908 and 1909.

I am not in a position to add anything, in this respect, to what I said in my letter to you, No. 8 dated 13th February, 1930 (paragraph 4). Any conclusive information

* Not reprinted.

on this list can only come from the Foreign Office, the Colonial Office, or the various territories interested. Perhaps Sir A. Ryan, who attended to this question both in Constantinople and at Lausanne, might be able to add to what is contained in his memorandum.

Yours, &c.,
R. C. OWEN-WELLS.

Dr. A. W. Brown,
Assistant Solicitor to His Majesty's Treasury,
Storey's Gate, St. James's Park,
London, S.W.1.

TRIBUNAL ARBITRAL MIXTE
TURCO-ANGLAIS ET ITALIEN

Aff: No. 8
Héritiers du Sultan Abdul Hamid
contre le Gouvernement Britannique

Aff: No. 42
Héritiers du Sultan Abdul Hamid
contre le Gouvernement Italien

République Turque,
Stamboul, 13 décembre 1930.

MONSIEUR LE PRESIDENT,

L'AGENCE turque a eu l'honneur d'accuser réception de votre honorée du 11 décembre, 1930, par laquelle vous faites savoir que le Tribunal ne pourra pas prendre en considération aucun nouveau document, les dispositions du règlement de procédure ne le permettant pas.

Toutefois l'Agence turque se permet de vous faire observer qu'elle ne peut pas, à ses vifs regrets, adhérer au point de vue exposé dans ladite lettre, sur le sens et l'interprétation donnés à cette disposition du règlement de procédure.

Il est bien évident que le Tribunal peut ne pas recevoir les pièces qui seront versés après la clôture des débats par les personnes qui constituent les parties. Cependant c'est une règle bien constante consacrée d'ailleurs par les règlements de procédure des Tribunal Arbitral Mixte Turco-Anglais et Turco-Italien (Article 9) et Turco-Français, Turco-Belge (Article 9) que les Agents des Gouvernements intéressés *peuvent intervenir en tout état de cause*. Ce droit d'intervention leur est reconnu pour le caractère officiel des Agents des Gouvernements interéssés qui représentent directement leurs Gouvernements, les Hauts Signataires, de l'Acte diplomatique qui a créé votre haute juridiction. Il n'y a par consequent aucune disposition spéciale du règlement de procédure limitant le principe général édicté par l'Article 9 du règlement de procédure et empêchant les Agents de faire valoir dans toutes les phases du procès jusqu'au prononcé du jugement, leur droit d'intervention soit comme la remise des pièces justificatives soit comme l'exposition de leur point de vue relatives au litige. Dès lors, il n'est pas permis de supposer que le Tribunal ne veuille prendre en considération un document d'une valeur manifestement exceptionnelle et concluante dont l'Agence turque a communiqué a l'Honorable Tribunal l'éventualité de sa remise. D'autant plus que, conformément à la disposition de l'Article 60 du règlement de procédure, le Tribunal a le pouvoir souverain de déroger aux règles fixées par le règlement de procédure dans tous les cas où son application regoureuse entraînerait une conséquence contraire à l'équité.

D'autre part, le document en question dont la remise éventuelle vous a été communiquée a, essentiellement une valeur décisive sur la situation respective des parties intéressées comme la mise à jour des intentions des Hautes Parties Contractantes sur la subrogation stipulée dans de 2ème alinéa de l'Article 60 du Traité de Lausanne.

Le Tribunal, suivant la ferme et l'inébranlable conviction de l'Agence turque, ne peut pas méconnaitre la valeur manifeste dudit document et ne peut, d'autre part, se passer de son examen et analyse, sans s'exposer au péril de rendre un jugement fondé sur des discussions incomplètes.

Comme Monsieur Bargeton avait dit si sincèrement dans la séance tenue le 23 juillet 1923, mardi au château d'Ouchy; le droit de poursuite des personnes privées, et entre eux tout naturellement des héritiers, est resérvé et comme Hamid Bev de la Délégation Turque, a notifié à la Conférence (15 janvier 1923, procès-verbal No. 8) il existe un procès introduit par les héritiers et terminé en premiere instance, en leur faveur au sujet des biens personnels d'Abdul Hamid, on ne peut dénier devant cet état de choses la valeur et l'importance d'un pareil document.

Donc, l'Agence turque est obligée de suivre avec intérêt l'attitude à prendre par le Tribunal devant cette communication officielle avertissant la remise prochaine du document en question.

La non-acceptation d'un document si important et de nature à ouvrir la voie à la révision d'un jugement qui interviendra sans son examen, causera de sincères regrets à l'Agence turque.

Considérant enfin qu'un prononcé du jugement avant la remise dudit document sera incompatible avec l'esprit et le texte même du règlement de procédure, outre que le jugement sera lui-même entâché d'un vice essentiel et partant contraire à la bonne administration de la justice à laquelle votre honorable Tribunal attribue toujours l'importance due, l'Agence turque sent l'obligation d'attirer votre bienveillante attention, au nom de son Gouvernement, sur les répercussions désagréables d'un refus éventuel de prise en considération dudit document et cela s'inspirant du désir ardent de la manifestation de la vérité.

Veuillez agréer, Monsieur le Président, l'assurance de ma très haute considération.

L'Agent Général du Gouvernement
turc près les Tribunal Arbitral Mixte.
(Signé) EMIN ALI.

Monsieur Hammerich,
Président des Tribunal Arbitral Mixte
Turco-Anglais et Turco-Italien.

Gist of Mr. R. C. Owen-Wells's proposed speech to the Tribunal.

LA procédure écrite dans la presente instance a duré pendant près de quatres ans durant lesquels les deux parties ont eu tout le temps necéssaire pour developper leurs arguments et produire toutes les pièces utiles à leur cause. Mon Gouvernement s'est toujours empressé d'accorder les extensions de délais demandées et dernièrement encore il a consenti à un renvoi de la date d'audience.

Il me semble donc que le Tribunal a eu l'opportunité de se former une opinion en toute connaisance de cause après l'examen des pièces de procédure écrite et l'audition des plaidoiries.

A, mon avis le droit d'intervention en tout état de cause accordé aux Agents des deux Gouvernements par l'Article 9 du Reglement de Procedure est limité jusqu'à la cloture des debâts oraux. Toute communication, après la cloture de ces debâts ne pourrait être acceptée puisque l'adverse ne pourrait en prendre connaissance et y répondre, car dans le cas contraire cela équivaudrait à une réouverture des debâts.

Il me semble que dans le cas où une des deux parties croit pouvoir présenter un fait nouveau, elle n'à qu'a demander une revision de la sentence conformément à l'Article 55 du Reglement de Procedure.

En tout cas mon Gouvernement désireux d'obtenir une sentence conforme aux stipulations du Traité de Lausanne et du Reglement de Procedure s'en remet à la discretion de la Cour.

C. 79071/30 [No 59]

No. 29.

MR E. J. HOWLAND (TREASURY SOLICITOR)
to
MR. H R. COWELL (COLONIAL OFFICE).

Storey's Gate, St. James's Park,
London, S.W.1., 30th December, 1930.

DEAR MR. COWELL,

With further reference to my letter of the 24th instant,* I now send a copy of the further communication I have received from Owen-Wells together with its enclosures (except the copy of Owen-Wells's letter of the 15th instant† which you already have).

Yours, &c.,
E. J. HOWLAND.

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* No. 28.

† Enclosure in No. 28.

Enclosure in No. 29.

(No. 8.) Office of the British Agent, Anglo-Turkish Mixed Arbitral Tribunal, c/o British Consulate General.
Constantinople, 18th December, 1930.

MY DEAR DR. BROWN,

In continuation of my letter of the 15th instant, sent to you by ordinary post, a copy of which I attach.

On the 16th instant, the Tribunal gave judgment, copy of which is sent herewith and held itself incompetent mainly on the question of the absence of exceptional war measures.

I wired you on the 16th instant as follows:—

"In Abdul Hamid Heir case Tribunal has held itself incompetent mainly on grounds of no exceptional war measures. Reference last moment application by Turkish Government for postponement to admit new evidence which was refused no incident took place. Writing you fully.—OWEN-WELLS."

I attended the Tribunal prepared to answer any protest that the Turkish Agent might make, and from the attached copy of the "Notes" I intended to use, you will see that they have been slightly altered from the draft sent to you on the 15th instant.

Judgment was given in the ordinary way and no protest whatever was made by the Turkish Agent.

I feel convinced that the firm support which I gave Monsieur Hammerich and my offer to demand in the name of the British Government that no delay should be given, had considerable influence on him. As a consequence, he was able to take a firm stand and refuse the application for postponement, which resulted in the Turkish Government abandoning its intention either to withdraw the Judge or to refuse to accept the judgment and protest in Court.

The last few days have thrown considerable responsibility on me.

Thirty-two claims have come before the Tribunal against the British Government, and the decision, which I now send you, completes the hearing of the whole of these claims.

I am glad to be able to report that the British Government has been successsful in every case.

I take the opportunity of thanking your Department for the very great assistance I have had from it in relation to those claims with which it was concerned.

Yours, &c.,
R. C. OWEN-WELLS.

Dr. A. W. Brown,
Assistant Solicitor to His Majesty's Treasury,
Storey's Gate, St. James's Park,
London, S.W.1.

TRIBUNAL ARBITRAL TURCO-ANGLAIS.

Affaire : N° 8. *Héritiers du Sultan Abdul Hamid II contre le Gouvernement Britannique.*

LE Tribunal arbitral Turco-Anglais, composé de MM. K. Hammerich, président, Memdouh Bey, arbitre turc, W. H. Hill, arbitre britannique, assisté de son greffier, N. P. Grandchamp, siégeant à Constantinople.

Vu le mémoire introduit su nom de Sélim, Ahmed, Abdul Kader, Bourhaneddin, Abdurrahim, Noureddin et Abid Effendis; Nadjié Peivesti, Aiché, Bedrié Feiek, Muchfika, Saliha Hanims, fils, filles et veuves de feu le Sultan Abdul Hamid II, concluant à faire condamner le Gouvernement Britannique à la restitution des immeubles ci-dessous spécifiés,

Vu le contre-mémoire du Gouvernement Britannique concluant a l'incompétence du Tribunal,

Vu la réplique des demandeurs, la contra-réplique du Gouvernement Britannique, ainsi que les documents exhibés,

Vu les communications en date du 1er avril 1928, par lesquelles Abid Effendi et Aiché Sultane déclarent retirer les pouvoirs donnés aux mandataires qui avaient signé en leurs noms le mémoire introductif d'instance,

Oui à l'audience du 22 novembre 1930. Maître Maslish pour les demandeurs, Maître Foster pour le Gouvernement défendeur, Moustafa Nachid Bey, Agent du Gouvernement Turc et M. Owen-Wells, Agent du Gouvernement Britannique,

Attendu que les demandeurs se disent héritiers de feu le Sultan Abdul Hamid II, en foi de quoi ils ont produit un document émis par le Tribunal Kassam en date du 9 Rébiulahir 1338; qu'ils exposent que le défunt Sultan possédait à Mossoul et à Bagdad, en Palestine et en Chypre, de vastes propriétés, domaines, mines, concessions, etc., tous ces biens faisant partie de l'héritage à eux devolu selon les dispositions du Chéri, puisqu'ils avaient été achetés par le défunt pour sa propre personne et à la condition qu'ils soient dévolus à ses héritiers; que le Gouvernement Britannique ayant pris possession des dits biens, les héritiers en réclament maintenant la restitution,

Attendu qu'il est constant que du temps du Sultan Abdul Hamid II, les biens réclamés faisaient partie de la Liste Civile, d'où ils ont été transférés à l'Etat Turc en vertu des deux Iradés promulgués les 8 septembre 1908, et 2 mai 1909 et qu'ainsi ils font partie des propriétés visées par l'article 60 du Traité de Lausanne, qui dispose que les Etates en faveur desquels un territoire a été détaché de l'Empire Ottoman acquerront gratuitement tous biens et propriétés de l'Empire situes dans ce territoire et que, notamment, les biens visés par les dits Iradés sont compris parmi les biens ainsi cédés aux Puissances Alliées, ces dernières étant subrogées à l'Empire Ottoman,

Attendu qu'a l'appui de leur réclamation, les demandeurs se fondent sur les dispositions de l'Article 65 du Traité,

Attendu que l'alinea 2 des dispositions précitées ordonne aux Gouvernements Alliés de restituer aux ayant-droits les biens qui appartenaient à des ressortissants turcs et qui auraient été l'objet de mesures exceptionnelles quelconques de la part des susdites Puissances Alliées; que l'alinea 3, formulant une régle distincte pour les territoires détachés de l'Empire Ottoman, ordonne la restitution des biens qui sont situés sur un tel territoire et qui, après avoir été l'objet d'une mesure exceptionnelle par le Gouvernement Ottoman, sont actuellement entre les mains des Puissances Alliées,

Attendu que c'est de ces dispositions que relève la compétence des Tribunal Arbitral Mixte en la matière; que d'après l'ensemble des dispositions des Articles 58, 65, et 66, il ne peut y avoir aucun doute que les régles précitées ne visent que les seules mesures prises, soit durant les guerres balkaniques, soit dans la période comprise entre le 1er août 1914 et la mise en vigueur du Traité; qu'à ce sujet le Tribunal se référe à sa jurisprudence constante, (voir par exemple les sentences rendues dans les affaires No. 104 Rose Dicran Stephen contre le Gouvernement Turc et 105, Dicran Stephen contre le Gouvernement Turc),

Attendu que d'après ce qui précède, la question qui domine tout le débat est celle de savoir si, durant la période ainsi précisée, des mesures exceptionnelles ont été dirigées contre les biens qui font l'objet du litige actuel, soit de la part du Gouvernement Britannique, soit, en cas d'application de l'alinea 3 de l'Article 65, de la part du Gouvernement Turc,

Attendu qu'au sujet de cette question principale, les demandeurs ont avancé une série d'arguments qui se basent essentiellement sur les deux thèses suivantes:

I.—Qu'en premier lieu lès demandeurs contestent la portée jurisique des Iradés ainsi que leur validité; qu'ils exposent que l'on ne saurait prêter aux Iradés le caractère d'un acte translatif de propriété, les dispositions ordonnées par ces deux décrets ne visant en réalité que la délégation au Ministère des Finances de la gérance des propriétés impériales; que d'autre part, si l'on envisage les Iradés comme des actes ayant pour but la confiscation des biens privés de la famille impériale, on ne saurait pourtant leur reconnaître aucune validité; qu'en effet ils n'étaient pas valables, ni dans leur forme, étant donné que la promulgation n'a pas été faite en conformité avec les régles en vigueur, ni dans leurs dispositions, puisque la législation turque interdisait la confiscation des biens privés; que les Iradés constituant ainsi des actes illégaux et ayant été d'ailleurs annulés par le décret du 8 janvier 1920 qui ordonne le retour à la Liste Civile de toutes ces propriétés, les héritiers de la maison impériale demeurent toujours les propriétaires légitimes des biens en litige; que par conséquent ils sont fondés à revendiquer contre le Gouvernement britannique la restitution des dites propriétés dont celui-ci est actuellement le détenteur,

Attendu toutefois que cette argumentation, pour autant qu'elle tend à établir l'existence d'une mesure exceptionnelle de la part du Gouvernement Britannique, procède cependant d'une erreur juridique manifeste; qu'en effet, si aujourd'hui la famille impériale se trouve dépossédée de certains de ses biens, ce préjudice a sa cause

directe dans les dispositions qu'avait prises autrefois le Gouvernement Ottoman par la promulgation des Iradés de 1908 et 1909; que par conséquent ce sont certains actes de l'ancien Gouvernement Ottoman et non pas des mesures prises par la Gouvernement Britannique qui forment la véritable base des revendications des héritiers; que si ceux-ci entendent invalider les Iradés, leur force légale ou leur portée juridique, il y a là une contestation pour le jugement de laquelle les Tribunal Arbitral Mixte n'ont aucun mandat,

Attendu que l'on objecterait vainement qu'étant donné la présence des mesures prises par le Gouvernement Turc sur un territoire détaché de l'Empire en vertu du Traité, la réclamation des héritiers se justifie par l'alinea 3 de l'Article 65 qui donne aux Tribunal Arbitral Mixte mandat pour connaître de telles mesures; que toutefois pour écarter cet argument, il suffit de rappeler les observations ci-haut développées, comme quoi l'alinea précité ne vise que les mesures prises pendant une période strictement délimitée, n'étant en conséquence pas applicable aux mesures qu'impliquent les Iradés, puisque ceux-ci datent de 1908 et 1909,

II.—Attendu que comme seconde thèse, les demandeurs se basant sur les dispositions de l'Article 60, exposent que cet article n'entend pas opérer en faveur des Puissances Alliées une aliénation définitive des biens visés par les Iradés; que la cession de ces propriétés n'a été consentie que sous réserve des droits revenant aux héritiers du Sultan, sauvegardant pour ceux-ci la faculté de poursuivre leurs actions en restitution contre les Gouvernements Alliés; qu'en outre, lors de la Conférence de Lausanne, le Gouvernement Turc avait présenté, d'accord avec les Gouvernements Alliés, une certaine liste dite " troisième liste ab antiquo." spécifiant celles des propriétés du feu Sultan qui devraient être restituées à ses héritiers et sur lesquelles aucune discussion ne serait permise,

Attendu toutefois que ces allégations ne sont pas non plus opérantes en la matière, ne pouvant en aucune manière justifier les prétentions formulées à l'égard de l'existance d'une mesure exceptionnelle; qu'en effet les droits qu'exerce aujourd'hui le Gouvernement Britannique sur les biens en litige, ne sont aucunement nés d'une saisie opérée par ce Gouvernement, ni d'autres mesures analogues tombant sous le coup de l'Article 65, mais que les dits droits ont leur source juridique dans un acte translatif accompli par l'Etat turc dans la plénitude de sa souveraineté et sanctionnée par les dispositions de l'Article 60 du Traité de Lausanne, revêtant ainsi la légitimité qui appartient aux actes accomplis selon le droit des gens; qu'il appert donc que, si les demandeurs entendent attaquer ces dispositions, une telle contestation ne porte pas sur une mesure exceptionnelle, mais en effet sur les modalités et la portée d'un acte translatif, poursuivant ainsi une action à laquelle les dispositions des Articles 65 et 66 sont sans application possible,

Attendu enfin que, quant à la réserve qui, d'après les affirmations des héritiers, aurait été formulée en vue de sauvegarder leur droit de poursuite contre les Gouvernements Alliés, il importe de préciser que ces affirmations sont sans appui quelconque dans le texte du Traité, tel que celui-ci a été définitivement signé par les Hautes Parties Contractances; que les demandeurs semblent vouloir se fonder à ce sujet sur les négociations préparatoires de la Conférence de Lausanne et notamment sur la liste ab antiquo ci-haut invoquée; qu'a l'égard de cette dernière il y a cependant lieu de faire ressortir que c'est seulement à l'audience du 22 novembre 1930 que les demandeurs ont allégué l'existence d'une telle liste, sans être toutefois en mesure de la produire; qu'après la clôture des débats, ils ont adressé au Tribunal une communication annonçant que la liste serait exhibée à bref délai; qu'enfin l'Agence Générale Turque a remis au Tribunal le 9 décembre 1930 certains documents; que le Tribunal constate toutefois que ces documents ne portent aucune indication de nature à laisser conclure à l'existence d'un accord particulier intervenu à Lausanne à l'effet de sauvegarder aux héritiers des droits de poursuite, à l'égard desquels les dits documents ne formulent aucune réserve quelconque; qu'ainsi on ne saurait tirer de ces documents aucun argument concernant la compétence de ce Tribunal; que si même l'on voulait admettre qu'indépendament des dits documents, de telles réserves visant les droits de poursuite des héritiers aient été valablement formulées, au cours des pourparlers de la Conférence, il est pourtant un fait que le Traité n'a pas réservé aux héritiers le droit de poursuivre leurs actions par devant les Tribunal Arbitral Mixte, aucune disposition du Traité n'ayant en effet conféré à ces institutions, juridiction pour connaître des différends d'une telle nature,

Attendu que dés lors il échet de se déclarer incompétent, sans qu'il y ait lieu de se prononcer sur les exceptions que le Gouvernement défendeur voudrait tirer, soit de la nationalité des réclamants, soit d'autres éléments de la cause,

Par ces Motifs

Se déclare incompétent,

Met les frais et débours de la procédure, fixés à Ltqs 250, à la charge des demandeurs qui en ont fait consignation.

Constantinople,
le 16 décembre 1930.

l'Arbitre Turc,	*Le Président,*	*l'Arbitre Britannique,*
(signé) MEMDOUH.	K. HAMMERICH.	W. H. HILL.

Pour copie conforme.
Le Président,
(Sgd.) HAMMERICH.

Le Greffier,
(Sgd.) P. GRANDCHAMP.

Tribunal Turco-Anglais Aribtral.

TRIBUNAL ARBITRAL MIXTE ANGLO-TURC.

Affaire: No. 8 *Héritiers du feu le Sultan Abdul Hamid*

contre

Le Gouvernement de S.M. Britannique.

Observations de l'Agent Britannique durant l'audience du 16 *décembre* 1930.

LA Procédure écrite dans la présente instance a duré pendant près de quatre ans, durant lesquels les deux parties ont eu tout le temps necéssaire pour developper leurs arguments et produire toutes les pièces utiles à leur cause. Mon Gouvernement s'est toujours empressé d'accorder les extensions de délais demandées et dernièrement encore il a consenti à un renvoi de la date d'audience.

Il me semble donc que le Tribunal a eu l'opportunité de se former une opinion en toute connaissance de cause après l'examen des pièces de procédure écrite et l'audition des plaidoiries.

A mon avis le droit d'intervention en tout état de cause accordé aux Agents des deux Gouvernements par l'Article 9 du Règlement de Procédure est limité jusqu'à la clôture des débats oraux. Toute communication après la clôture de ces débats ne pourrait être acceptée puisque la partie adverse ne pourrait en prendre connaissance et y répondre, car dans le cas contraire cela équivaudrait à une réouverture des débats.

En tout cas mon Gouvernment désireux d'obtenir une sentence conforme aux stipulations du Traité de Lausanne et du Règlement de Procédure s'oppose à toute demande de renvoi.

Printed for the use of the Colonial Office.

Middle East
No. 24.

Confidential.

PALESTINE.

CORRESPONDENCE

[1927 TO 1929]

Subsequent to the Judgment given at The Hague on 10th October, 1927, on the case concerning the

MAVROMMATIS CONCESSIONS.

(*In continuation of Middle East No.* 14.)

Printed for the use of the Colonial Office.

Middle East
No. 24.

Confidential.

PALESTINE.

CORRESPONDENCE

[1927 TO 1929]

Subsequent to the Judgment given at The Hague on 10th October, 1927, on the case concerning the

MAVROMMATIS CONCESSIONS.

(*In continuation of Middle East No.* 14.)

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1 Westbury Preston and Stavridi ... October 19	Confirms the suggestion made at an interview that Mr. Mavrommatis would waive his right to prosecute his claim before the Municipal Tribunals on condition that an extension of time be given for the formation of companies under the terms of the Concessions, and asks that, in order to save time, the High Commissioner be consulted by telegraph 1
2 To the High Commissioner, telegram, 237 ... November 5	Submits arguments for and against granting an extension of time for the formation of companies under the terms of the Concessions, and suggests the terms on which the extension may be granted 2
3 To the High Commissioner, Confidential ... November 10	Transmits copy of No. 1, and amplifies the arguments and suggestions outlined in No. 2 2
4 The High Commissioner, telegram, 239 ... November 23	Agrees to the suggestion and conditions in No. 3, with the amendment indicated. States that he does not wish to reduce the period of extension asked for ... 4
5 To Westbury Preston and Stavridi ... November 28	States that the High Commisioner is prepared to grant the desired extension subject to the conditions indicated 4
6 Westbury Preston and Stavridi ... November 30	States that Mr. Mavrommatis agrees to the conditions laid down in No. 5, with the exception of the clause relating to the payment by him of the costs incurred by the British Government in The Hague proceedings, and urges that this clause be waived 5
7 The High Commissioner, Confidential ... November 24 (Recd. Dec. 5)	Confirms No. 4, and observes as to the question regarding the absence of drainage works in Jerusalem. States that it is not considered expedient to try to restrict the period of extension... 5
8 To Westbury Weston and Stavridi ... December 6	States that, in the circumstances indicated, the Secretary of State is not prepared to ask the High Commissioner to waive the clause relating to the payment of costs incurred by the British Government at The Hague 6
9 To Westbury Preston and Stavridi ... December 23	States that it is not possible to waive in principle any of the conditions laid down in No. 5, but that the Government is prepared to reduce by one-half the amount of costs to be paid by Mr. Mavrommatis. States the extension of time which the High Commissioner is now prepared to grant 7
10 Westbury Preston and Stavridi ... December 30	Accepts the conditions laid down in No. 9, with the difference that the amount payable by Mr. Mavrommatis shall be paid when the Memorandum and Articles of Association of the proposed company are submitted to the High Commissioner 8
1928	
11 To Westbury Preston and Stavridi ... January 9	States that it is not possible to accept the modification proposed in No. 10 8
12 Westbury Preston and Stavridi ... January 14	States that Mr. Mavrommatis now accepts the conditions laid down and requests to be placed in communication with the solicitors acting for the High Commissioner. Indicates various matters which should be included in the agreement, and requests an interview in order to settle details 8
13 To Crown Agents for the Colonies ... February 4	Asks that solicitors may be requested to prepare, on behalf of the Government of Palestine, a draft agreement with Mr. Mavrommatis, and indicates various provisions which should appear therein 9
14 To Westbury Preston and Stavridi ... February 4	States that steps are being taken for the preparation of a draft agreement, and submits observations as regards the new points raised in No. 12 10

Mavrommatis.—Gp. 6. 30191/2391. 30. 9/31. (93573) M. & S.

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1928 —	
15 Westbury Preston and Stavridi ... February 6	Acknowledges receipt of No. 14, and states that a final arrangement has been arrived at with the financial group concerned, subject to the signature of the agreement between the High Commissioner and Mr. Mavrommatis 11
16 Crown Agents for the Colonies ... ... March 7	Transmits copy of a letter from Messrs. Burchells, and requests instructions on the points raised therein ... 11
17 To Messrs. Burchells ... March 17	States that there is no objection to the draft agreement being altered by the Power Securities Corporation, so far as the drafting alterations in the recitals are concerned, but the Secretary of State is not prepared to approve the proposed alterations of the substance... 12
18 Messrs. Burchells ... March 21	States that Mr. Mavrommatis and his solicitors have agreed to accept the draft Supplemental Deed in the form indicated in No. 17, but they press for a reduction of the time allowed for the approval by the High Commissioner of the plans and specifications... ... 13
19 Crown Agents for the Colonies ... March 23	Transmits copy of a letter from Messrs. Burchells enclosing copy of an application by Mr. Mavrommatis for consent to the assignment of his Concessions to the Power Securities Corporation, and requests instructions 13
20 To Messrs. Burchells ... March 24	States that the Secretary of State is not prepared to agree to a reduction in the time allowed for approval by the High Commissioner of the plans and specifications 15
21 To the High Commissioner, telegram, 57 ... March 27	States that the terms of the agreements extending the Concessions have been settled, and proposes to agree to the assignment of the Concessions to the Power Securities Corporation by Mr. Mavrommatis... ... 15
22 Messrs. Burchells ... March 27	Transmits duplicate prints of the Supplemental Deeds which have been received from Mr. Mavrommatis' solicitors 16
23 To Crown Agents for the Colonies ... March 28	Asks to be furnished with a report on the financial status, &c., of the Corporation, and inquires whether the firm is considered a suitable assignee of Mr. Mavrommatis' interests 16
24 The High Commissioner, telegram, 51 ... March 28 (Recd. March 28)	Agrees to course proposed in No. 21 16
25 To Crown Agents for the Colonies ... ... April 3	Approves the execution of the deeds as submitted, subject to the alterations indicated 17
26 Crown Agents for the Colonies ... ... April 5	Considers that the Corporation may be regarded as a suitable assignee, and states that the deeds have been duly executed and the agreed sum paid by Mr. Mavrommatis 17
27 Mr. Mavrommatis ... April 14	States that he is proceeding to Jerusalem with his consulting engineer and a member of the Corporation, and transmits draft of a letter which he proposes to address to the High Commissioner on arrival. Requests that the High Commissioner may be so informed 18
28 To the High Commissioner, telegram, 73 ... April 18	States that the deeds have been executed, and that the Crown Agents are being authorized to consent to the assignment of the Concessions to the Corporation ... 19
29 To Mr. Mavrommatis ... April 19	Acknowledges receipt of No. 27, and states that the High Commissioner is being informed of his departure for Palestine. States that the Crown Agents are being authorized to consent to the assignment of the interests to the Power Securities Corporation 19

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1928 —	
30 To Crown Agents for the Colonies ... ... April 19	Authorizes the Crown Agents to assent to the assignment of the Concessions to the Corporation 19
31 To the High Commissioner, Confidential A ... April 19	States that the Corporation is considered to be a suitable assignee, and that the Crown Agents have been authorized to consent to the assignment; encloses copies of Nos. 27 and 29 20
32 Crown Agents for the Colonies ... ... April 30	With reference to No. 30, states that they have consented to the assignment to the Power Securities Corporation of Mr. Mavrommatis' interests in the Concessions. and encloses correspondence with Messrs. Burchells regarding the approval of the Memorandum and Articles of Association of the new Company in England or Palestine 20
33 Crown Agents for the Colonies ... ... May 18	Transmits notice given by solicitors for the Corporation of assignment to the latter of all the benefits under Mr. Mavrommatis' Concessions in Palestine 21
34 Crown Agents for the Colonies ... .. June 4	Transmits copy of a letter from the Power Securities Corporation, Ltd., forwarding plans of proposed Jerusalem Electricity Concession works with explanation, and of the reply pointing out that the plans should have reached High Commissioner before 1st June and that they are accepted for transmission without prejudice to any objection which may be taken by the High Commissioner 22
35 Power Securities Corporation, Ltd. ... ... June 28	Reports difficulties discovered by their representatives during visit to Jerusalem in connexion with the water supply and drainage requirements. Suggests conference at the Colonial Office, at which the Commissioner of Jerusalem should be present 23
36 To the High Commissioner, telegram, 118 ... July 21	Asks that date of receipt of Water Concession plans, &c., submitted direct by Power Securities Corporation may be confirmed, and stresses importance of approval or otherwise within three months of such date 24
37 To the High Commissioner, Confidential A ... July 24	Reports the results of a discussion with the Corporation on the 20th July. Explains the origin of No. 36 24
38 The High Commissioner, telegram, 105 ... July 24 (Recd. July 24)	In reply to No. 36, states that drawings of general layout and pipe-line and plan of land for pumping station and reservoir were deposited on 2nd May, and hopes to signify approval or otherwise in a few days 25
39 The High Commissioner, Confidential ... ... July 16 (Recd. July 30)	Transmits copy of letter from Power Securities Corporation. Ltd. [printed as Enclosure 1 in No. 34], and requests reply to be returned accepting the plans submitted under certain reservations and pointing out that as it is doubtful whether overhead lines could be permitted in the Street of Prophets the success of the scheme may be affected 25
40 The High Commissioner, telegram, 109 ... July 30 (Recd. July 30)	Is prepared to approve plans, but unless drainage can be undertaken, of which no immediate prospect can be seen, it might be necessary to provide for a smaller scheme 26
41 To Power Securities Corporation, Ltd. ... August 1	Notifies High Commissioner's approval of the plans and specifications deposited on the 2nd May in respect of the Water Concession for Jerusalem 26
42 To the High Commissioner, telegram, 120 ... August 1	States that the Corporation and Mr. Mavrommatis have been notified of approval of the plans, &c., for Water Concession and, as regards Electricity Concession, inquires whther provision for overhead lines in Street of the Prophets is objected to 27

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1928	
43 Power Securities Corporation, Ltd. ... ... August 2	Reports the formation of the "Jerusalem Electric and Public Service Corporation, Ltd.," for supplying Jerusalem with electricity. Declines to proceed with the Water Concession on account of lack of drainage and submits proposals for the construction of drainage works by the Corporation 27
44 Officer Administering the Government, 766 ... July 31 (Recd. Aug. 13)	Explains the necessity of providing for a smaller water-supply scheme than previously contemplated, and encloses a memorandum summarizing conclusions tentatively agreed to by the Public Works Department, the Consulting Engineers, and the Power Securities Corporation 29
45 To Power Securities Corporation, Ltd. ... August 14	In reply to No. 43, points out that condition No. 4 cannot be accepted and inquires what interest and period of repayment would be fixed in respect of cost of construction, and what annual payment for service and maintenance of drainage works would be charged whilst they remained in the hands of the Corporation 30
46 Officer Administering the Government, telegram, 118 ... ... August 14 (Recd. Aug. 14)	States that conditional approval only can be given to plans, &c., of Electricity Concession pending further information from the Corporation. Agrees to overhead transmission lines under certain conditions, but not in Street of the Prophets 30
47 To the Officer Administering the Government, telegram, 126 ... August 16	Remarks upon the question of giving approval or otherwise of the plans of the works of the Electricity Concession and intimates terms of reply proposed to be returned to the Corporation if plans are approved ... 30
48 Officer Administering the Government, telegram, 120 ... ... August 18 (Recd. Aug. 18)	Sets out conditions upon which the plans for Jerusalem Electricity Concession are approved 31
49 Power Securities Corporation, Ltd. ... ... August 20	With reference to Nos. 43 and 45, submits an additional alternative for payment for construction of the drainage works for the Water Concession 31
50 To Power Securities Corporation, Ltd. ... August 23	In reply to No. 34, signifies High Commissioner's approval to the plans, &c., for works under the Electricity Concession subject to alterations and conditions specified 32
51 To the Acting High Commissioner, Confidential August 23	Transmits copies of correspondence with Power Securities Corporation, Ltd.; indicates alternatives of proceeding with the Corporation's proposals or allowing the present Concession to lapse and a further Concession being negotiated; and inquires what reply should be sent to the Corporation 33
52 Crown Agents for the Colonies ... September 7	Transmits copy of letter from Messrs. Slaughter and May notifying the incorporation in Palestine of a Company to take over the Electricity Concession ... 33
53 The Acting High Commissioner, telegram, 143 September 20 (Recd. Sept. 20)	States, with reference to Jerusalem water and drainage schemes, that the reply to be returned to the Corporation should be as indicated in paragraph 3 of No. 51 34
54 To Power Securities Corporation, Ltd. ... September 27	States that the Government of Palestine cannot accept the proposals put forward in No. 49, and that it does not see its way to take up the question of drainage at present 34
55 Power Securities Corporation, Ltd., to Sir J. Shuckburgh (Colonial Office) ... ... November 1	States that they have not been able to arrive at a settlement with Mr. Mavrommatis and that the Concession has reverted to him as from 1st November. Trusts that, in the event of the present Concessionnaire being unable to proceed, the Government will give consideration to any proposals the Power Securities Corporation may make with regard to the water and drainage proposals 34

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1928	
56 Power Securities Corporation, Ltd. ... November 21	States that an agreement has been reached whereby the Concession has been absolutely invested in the Power Securities Corporation, and quotes terms. Requests that, in view of this arrangement, an extension of time should be granted to facilitate the investigation of the whole question of the water supply and drainage in Jerusalem 35
57 To Power Securities Corporation, Ltd. ... November 27	States, with reference to No. 56, that it is presumed that the arrangement which has been arrived at with Mr. Mavrommatis will be embodied in a fresh Deed of Assignment. On the receipt of a copy of that Deed, the Palestine Government will be invited to consider the question of a grant of an extension of the time limits 35
58 Westbury Preston and Stavridi ... November 27	States that Mr. Mavrommatis has assigned his interest in the Water Concession to the Power Securities Corporation Limited 36
59 To the Officer Administering the Government, Confidential B ... November 28	Transmits copies of Nos. 56 and 57, and states that notification will be given regarding the definite acquisition of the Water Concession by Power Securities Corporation, Ltd., and the extensions of time desired by the Corporation, and asks that following such notification the decision of the Palestine Government may be conveyed to the Secretary of State 36
60 Crown Agents for the Colonies ... ... December 1	Transmits copy of a letter from Balfour, Beatty and Co., Ltd., stating that it is understood that no Customs Duties will be charged on the engines, &c., comprising the power station plant, and asking if this exemption would also apply to the other structural material specified 37
61 To Balfour, Beatty and Company, Ltd. ... December 6	States that the questions raised in enclosure to No. 60 have been referred to the Government of Palestine ... 38
62 Power Securities Corporation, Ltd. ... December 7	Transmits copy of a Deed of Assignment, dated 23rd November, and requests to be granted an extension of fifteen months from the 31st December, 1928, for the submission of revised plans (if required) and a further period of fifteen months from the date of the approval of the plans for the commencement of the works 38
63 To the Officer Administering the Government, Confidential ... December 10	Transmits copy of No. 60; sets out considerations for and against exemption of the materials referred to from import duty; and requests reply by telegraph... 39
64 To Crown Agents for the Colonies ... December 13	Transmits copy of No. 62 and of Deed of Assignment, and asks whether Messrs. Burchells are satisfied that Mr. Mavrommatis retains no rights of any description either in the Concession or against the Palestine Government 40
65 Crown Agents for the Colonies ... ... December 21	Transmits a copy of a letter from Messrs. Burchells stating that the deed, if executed, is an absolute assignment of all Mr. Mavrommatis's rights in the Concession, and that to complete the title of the Corporation the consent of the High Commissioner should be obtained to this Assignment and a note of it entered in the official register at Jerusalem 40
66 The High Commissioner, Confidential B ... December 14 (Recd. Dec. 24)	Submits, with reference to No. 59, terms on which it is proposed that the desired extensions of time would be granted, and requests the Secretary of State's views by telegraph 41

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1928	
67 To the High Commissioner, telegram, 210 ... December 27	States that a copy of the Assignment has been received and inquires whether it is necessary for the original document to be sent to Palestine. Quotes the extensions of time asked for by the Corporation, comments thereon, and requests views 42
68 To Power Securities Corporation, Ltd. ... December 28	States, with reference to No. 62, that the High Commissioner is being consulted in regard to the procedure to be followed for obtaining consent to complete the title to the Concession and for the extension of time to enable the Concession to be transferred to the Jerusalem Electric and Public Service Corporation. States that a provisional extension for the formation and registration of a limited company is approved as from 31st December pending a decision on the above points 42
69 The High Commissioner, telegram, 209 ... December 31 (Recd. Dec. 31)	In reply to No. 67, states that a notarially certified copy of Deed of Assignment will suffice. Agrees to an extension of three months for the purpose of transfer of Concession, but considers that extensions of nine months for the submission of revised plans and six months from the date of approval for commencement of work are sufficient 43
1929	
70 To the High Commissioner, Confidential B ... January 17	Sets out the present position regarding the water scheme, and requests reply by telegraph as to whether negotiations with the Corporation should now proceed on the lines indicated. Is consulting the Crown Agents regarding the financing of the drainage scheme 43
71 To Power Securities Corporation, Ltd. ... January 17	Requests that a notarially certified copy of the Deed may be forwarded for transmission to the High Commissioner 45
72 Power Securities Corporation, Ltd. ... January 31	Transmits certified copy of Deed of Assignment as requested in No. 71 45
73 To the High Commissioner, Confidential A ... February 7	Transmits copy of No. 72, with enclosure, and requests that a note of the Deed may be made in the official register at Jerusalem and that formal assent may be given to the assignment 46
74 The High Commissioner, Confidential ... February 15 (Recd. Feb. 25)	States, with reference to No. 70, the conditions on which the Palestine Government is prepared to authorize definite negotiations with the Corporation 46
75 The High Commissioner, Confidential ... February 22 (Recd. March 4)	Transmits, with reference to No. 73, copy of the formal notice of consent to the assignment of the Concession. Draws attention to the fact that it is not understood what official register at Jerusalem is referred to in No. 73, and requests advice 48
76 To Power Securities Corporation, Ltd. ... March 19	Conveys substance of No. 74 and inquires whether the conditions are acceptable to the Corporation ... 49
77 To Crown Agents for the Colonies ... ... March 27	Transmits copy of No. 75 and requests that Messrs. Burchells may be asked to explain their reason for suggesting that a note of the assignment should be made in the official register at Jerusalem 50
78 Power Securities Corporation, Ltd. ... ... March 27	Indicates conditional acceptance of the terms in No. 76 and requests, *inter alia*, the extensions of time indicated 51
79 Crown Agents for the Colonies ... ... April 6	Transmits, with reference to No. 77, a copy of a letter from Messr. Burchells stating that they were under the impression that the Government of Palestine would keep a register of all Concessions granted by them 52

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1929	
80 To Power Securities Corporation, Ltd. ... April 8	States, in reply to No. 78, that the views expressed therein are noted. Inquires whether the condition relating to the dimensions of the scheme for the water supply is accepted 52
81 To the High Commissioner, Confidential A ... April 15	In reply to No. 75, conveys substance of the enclosure in No. 79 53
82 Power Securities Corporation, Ltd. ... ... April 16	States, in reply to No. 80, that the Corporation are prepared to accept the condition on the assumption that the obligation to extend the scheme if required at the end of ten years will only be enforced as and when a definite additional demand exists. Suggests, alternatively, that provision be made whereby the rates of charges as stipulated in the Concession could be varied to correspond to the increased financial obligations imposed on the Company 53
83 To the High Commissioner, Confidential A ... April 25	In reply to No. 74, transmits copies of Nos. 76, 78, 80 and 82, with comments. Considers some saving of time and correspondence might be effected if, when agreement has been reached as to the general lines of the extended Concession, the Corporation were to empower a local representative to negotiate with the Palestine Government, heads of agreement which could be embodied in a formal document drafted in this country 54
84 To Power Securities Corporation, Ltd. ... April 25	States that copies of Nos. 78 and 82 are being transmitted for the consideration of the High Commissioner 55
85 The High Commissioner, Confidential ... June 15 (Recd. June 24)	Is of opinion that the extension of time already suggested by the High Commissioner should run from the date of conclusion of definite agreement between Government and the Corporation. Requests estimates of capital costs of construction and maintenance. Considers that question of the maximum rate to be charged for water should not be deferred until transfer of the Concession is approved. Comments on purchase of existing works by Corporation or disposal separately by Government and states the financial position of the Jerusalem Water Supply as at 31st December, 1928 55
86 To Power Securities Corporation, Ltd. ... July 16	Conveys substance of No. 85 and inquires whether the Corporation is prepared to accept the conditions set out therein and in No. 76 58
87 Power Securities Corporation, Ltd. ... ... July 19	Inquires whether their condition that any arrangements in connexion with the Water Concession should be contingent on the Palestine Government definitely proceeding with the drainage works has been accepted by the High Commissioner and whether, subject to their acceptance of the conditions in No. 86, the Government is prepared to authorize construction of the scheme 59
88 To Power Securities Corporation, Ltd. ... August 6	States, in reply to No. 87, that the High Commissioner for Palestine has given no definite undertaking that the Jerusalem drainage scheme will be proceeded with, but has submitted proposals for financing an important part of the scheme 59
89 Power Securities Corporation, Ltd. ... ... August 7	Are prepared to accept the extensions of time quoted in No. 86, subject to the proviso that the extension should commence as from the date when agreement has been reached on the points still outstanding, or as from the time when the High Commissioner intimates his intention to proceed with the drainage work, whichever is the later date 60

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1929	
90 To Power Securities Corporation, Ltd. ... August 20	Suggests, in reply to No. 89, that in order to save time the Corporation should empower a local representative to negotiate with the Palestine Government direct heads of agreement which could be embodied in a formal document drafted in this country, and inquires whether the Corporation agree to this course 61
91 Power Securities Corporation, Ltd. ... September 30	States that the Corporation are not as yet able to complete the information required to deal with the outstanding points in No. 86 61
92 Power Securities Corporation, Ltd. ... December 9	Transmits estimates of capital cost of construction and maintenance, submits that a reduction in the maximum charge is not justified at the present stage, and inquires whether any definite action has been taken with regard to the proposed drainage works ... 62
93 To the High Commissioner, Confidential ... December 31	Transmits copy of No. 92 and asks to be furnished with a report on the state of the drainage works 65
94 To Power Securities Corporation, Ltd. ... December 31	States that statements of estimates are being sent to the High Commissioner for his consideration, and that inquiry is being made regarding the drainage works 65

PALESTINE.

Correspondence

[1927 to 1929]

Subsequent to the Judgment given at The Hague on the 10th of October, 1927, on the Case concerning the

MAVROMMATIS CONCESSIONS.

C. 44720/27 [No. 2].

No. 1.

MESSRS. WESTBURY PRESTON & STAVRIDI to COLONIAL OFFICE.

[*Answered by No.* 5.]

12, Devonshire Square, Bishopsgate,
London, E.C.2, 19th October, 1927.

SIR,

Mavrommatis Jerusalem Concessions.

WE beg to refer to our interview with your representatives this morning. As arranged we confirm in writing the proposals we then made.

We wish particularly to emphasise that the proposal we made to-day was made by us over the telephone to the Solicitor for the Treasury on Saturday, the 8th inst., that is before the Hague Tribunal had delivered its judgment and before even we knew on what day the judgment was going to be delivered. We reiterate this because, at our interview this morning, Mr. Harding suggested that our present offer would not have been made had it not been for the decision of the Hague Tribunal.

We have never been interested or concerned in the financial arrangements our client was making to form his companies under the terms of his concessions of the 26th February, 1926. Since however we have resumed acting for Mr. Mavrommatis we have looked into the question and we feel that we may be able materially to assist him in the question of finance. For this purpose however it is essential that time should be given and the suggestion we made was to the effect that our client would waive his right, which was clearly recognised by the Attorney-General at the hearing of the case at The Hague, to prosecute his claim before the Municipal Tribunals, on condition that an extension of time be given for the formation of the companies which he has undertaken to form under the terms of his concessions.

We would suggest that a period of say eight months be given as from the date of your acceptance of this proposal for the companies to be formed and, provided one of such companies is formed within that period, a further extension of say four months to form the second company.

Our client, to whom we mentioned your request, has authorised us to state that he is willing and ready to comply with the conditions laid down in your letter under reference of the 2nd December, 1926,* and that the plans asked for under paragraph (1) of that letter will be supplied within two months of your acceptance of this proposal.

We understood that it will be necessary for you to communicate with the High Commissioner in Palestine in regard to this matter, but as now is the time most propitious for financing companies such as these we would ask you to obtain a reply with as little delay as possible and we would respectfully suggest that you should transmit this proposal by cable to the High Commissioner asking for a cabled reply.

We are willing, should you deem it necessary, to defray the costs of such cable.

We may assure you that, if this proposal is accepted as we sincerely trust it will be in order finally to put an end to this long drawn out matter, every endeavour will be used to obtain the finance at an early date so that the companies may be formed long before the expiry of the delays now asked for.

As was suggested at our meeting this morning we may mention that this letter is written " without prejudice."

We are, &c.,
WESTBURY PRESTON & STAVRIDI.

* C. 21991/26: not printed.

C. 44720/27 [No. 5].

No. 2.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 5.30 p.m., 5th November, 1927.)

TELEGRAM.

No. 237. CONFIDENTIAL. Shuckburgh's letter of 20th October,* Mavrommatis. Arguments for granting extension appear to be :—

(1) Probably whole matter would be settled more quickly than by a lawsuit.
(2) Mavrommatis might be successful although I am advised that this is unlikely In any event a lawsuit would be expensive to the Government.
(3) If the water concession is carried out Jerusalem would secure an ample supply without capital expenditure by Municipality or Government.
(4) If extension is given and Mavrommatis fails to form a Company the Government would be freed entirely without cost from the concessions, and from Jaffa concessions if it is stipulated as a condition of the extension that Mavrommatis renounces any claim under the latter.

The arguments against appear to be :—

(1) Mavrommatis might continue to seek a pretext upon which to claim compensation.
(2) If the Company failed the shareholders would try to throw the blame on the Government.
(3) The Company would undoubtedly press for an elaborate and expensive drainage scheme, and this neither the Government nor the Municipality can at present afford to undertake.

On the whole, I incline to the view that the request should be granted on the following terms :—

(1) Mavrommatis to surrender all right of action in respect of any breach of concessions before date of new agreement.
(2) Mavrommatis to surrender all rights under Jaffa concessions.
(3) Mavrommatis to pay cost to Government of recent proceedings at Hague.

Despatch follows.—AMERY.

C. 44720/27 [No. 6].

No. 3.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 4.]

(Confidential.)

Downing Street, 10th November, 1927.

MY LORD,

I HAVE the honour to transmit to you the accompanying copy of a letter† from Messrs. Westbury Preston and Stavridi, acting on behalf of Mr. Mavrommatis, requesting an extension of the time within which to form companies to operate the Jerusalem Water and Electricity concessions.

2. The judgment delivered by the International Court of Justice left two courses open to Mr. Mavrommatis :—Either to bring action for breach of contract against the Palestine Government in the Palestine District Court, with an appeal to the Palestine Supreme Court and then to the Privy Council (or, if the Palestine Government consented, in the High Court in this country with appeal to the Court of Appeal and the House of Lords); or, alternatively, Mr. Mavrommatis could attempt to induce the Government to waive its right to cancel the concessions or to treat them as repudiated by Mr. Mavrommatis, and to grant him an extension of the time within which to form a company, or companies, to operate with the concessions.

* C. 44720/27: not printed.

† No. 1.

3. Mr. Mavrommatis has chosen the second course. It has throughout been obvious that he has sought to obtain a cash payment rather than to float and work the concessions with success. The fact that he has now requested the Government to allow him time within which to take the steps which are necessary to enable him to operate the concessions might, therefore, be held to be evidence that he considers that he has little chance of success in an action for breach of contract in Palestine or this country. On the other hand, he may not have sufficient resources to enter upon an expensive lawsuit, or he may prefer that a company should be formed to operate the concessions because he hopes that he may get a larger sum by this course, as payment to vendor by the company, than even by a successful action for damages

4. If Mr. Mavrommatis' request is acceded to, the whole matter would probably be settled more quickly than by a lawsuit, which, if pursued to the final Court of Appeal, would be a long process. Furthermore, the result of an action in Court cannot be foreseen, and, in any event, a suit would be expensive to the Government. In this connection, I understand that the Attorney-General is doubtful whether the Government were correct in refusing to recognise the plans as duly deposited until the 5th September, 1926, but he considers that even so, the action of the Government was only a small breach not going to the root of the contract, and, therefore, not giving Mr. Mavrommatis any right to repudiate the contracts. A further consideration in favour of an extension of the time limit is that if a company should be duly floated, and the Water concession carried out, Jerusalem would secure an ample supply of water without any expenditure by the Municipality or the Government. If the company formed to operate the Water concession failed, and the water works were sold at a low price to the Municipality or the Government, or even to another company, they would enable water to be supplied to Jerusalem and the neighbourhood, and the body then operating the water supply would probably be able to pay its way, since the capital charges would then be small. Finally, if the extension is granted, and Mr. Mavrommatis should fail to form a company for the operation of the concessions, the Government would then be freed entirely and without further cost from the concessions, and also from further trouble in regard to Jaffa concessions, if it be stipulated as a condition of the extension that Mr. Mavrommatis should renounce any claim under the Jaffa concessions.

5. On the other hand, it may be anticipated that, even if an extension is granted, Mr. Mavrommatis will continue to seek for a pretext for claiming that the Government had broken the concessions in letter or spirit, or had done some act which rendered the formation of a Company impossible, and for claiming compensation. If a company were formed to operate the Water concession and became insolvent, the directors and shareholders would no doubt try to throw the blame on the Government; and although, no doubt, the Government would be able to make a perfectly sound defence against any attack upon them, their position might suffer. Again, a company formed to operate the Water concession would no doubt press the Government continually to assist the Municipality in embarking upon an elaborate and expensive scheme of drainage for Jerusalem when they discovered that the concession was, from the financial point of view, unlikely to be a success so long as supply could be restricted on the ground of the absence of drainage. Neither the Palestine Government nor the Jerusalem Municipality are, in the present financial circumstances, able to undertake such a scheme.

6. The decision is a difficult one, but, on the whole, I incline to the view that the request should be granted, subject to the following terms :—

(*a*) That Mr. Mavrommatis should surrender absolutely all right of action in respect of any breach by the Government of the Jerusalem concessions before the date of the new agreement extending the time for forming the Company.
(*b*) That Mr. Mavrommatis should surrender to the Government all the rights obtained by him under the Jaffa concessions.
(*c*) That Mr. Mavrommatis should pay the costs to the Government of the recent proceedings at the International Court of Justice. These amounted, so far as I am aware, to £2,165 15s. 11d.

7. If the proposal now made on behalf of Mr. Mavrommatis is serious, the stipulation that Mr. Mavrommatis should pay this sum will not deter him from entering into such an agreement, and, if it is not serious, this stipulation will, no doubt, make the fact evident. In either case, Mr. Mavrommatis and the Greek Government were fully warned that the proper procedure, if Mr. Mavrommatis wished to bring an action, was to do so in the Palestine Courts, and as the International Court has decided that this was correct, it is only reasonable that he should pay the expense which the Government incurred by his action in bringing them before the Court at The Hague.

8. I shall be glad if Your Lordship will furnish me with your views upon the request by telegram. You will observe that the extension asked for by Messrs. Westbury Preston and Stavridi is for a period of eight months (from the date of acceptance of the proposal) in which to form one company, and, provided that one company is formed within that period, a further extension of say four months in which to form the second company. I do not suppose that Mr. Mavrommatis would refuse an extension, if offered, which was appreciably shorter than 8 or 12 months, if you thought it desirable to restrict the period.

I have, &c.
(for the Secretary of State),
W. ORMSBY GORE.

C. 44720/27 [No. 11].

No. 4.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 7.5 p.m., 23rd November, 1927.)

TELEGRAM.

No. 239. 23RD NOVEMBER. Your despatch of 10th November, Confidential.* I agree to your suggestion and condition(s) in paragraph 6 but suggest as regards condition (*c*) that if serious difficulty arises about payment of the whole costs then compromise on that point might be made. I do not wish to reduce period of extension asked for by Mavrommatis' solicitors.—PLUMER.

C. 44720/27 [No. 13].

No. 5.

COLONIAL OFFICE to MESSRS. WESTBURY PRESTON & STAVRIDI.

[*Answered by No.* 6.]

Downing Street, 28th November, 1927.

GENTLEMEN,

I AM directed to refer to your letter of the 19th of October† in which you made a request on behalf of Mr. Mavrommatis that he should be granted an extension of the time within which to form companies to operate the Jerusalem Water and Electricity concessions.

2. In reply, I am to inform you that on certain conditions, and subject to the preparation and execution of a formal agreement, the High Commissioner for Palestine is prepared to waive his right to cancel the concessions or to treat them as repudiated by Mr. Mavrommatis, and to grant Mr. Mavrommatis an extension until the 28th of July, 1928, inclusive, in which to form the two companies (or the one company if one company is formed to operate both concessions); provided that, if it is decided to form two companies and one company is formed by that date, a further extension of four months (that is, until the 30th of November, 1928, inclusive) in which to form the second company will be allowed. The conditions in question are as follows:—

(*a*) That Mr. Mavrommatis waives absolutely any breach by the High Commissioner of the Jerusalem Water and Electricity concessions before the date of the execution of the formal agreement referred to above and agrees not to bring any action or to make a claim of any kind in respect thereof.

(*b*) That Mr. Mavrommatis surrenders to the High Commissioner all the rights of any kind claimed by him under or in respect of his Jaffa Water and Electricity concessions, to the intent that these concessions (which the High Commissioner does not recognise) may be definitely extinguished.

(*c*) That Mr. Mavrommatis pays to the Crown Agents for the Colonies, before the formal agreement is executed, the sum of £2,165 15s. 11d., being the

* No. 3. † No. 1.

cost to the British Government of the recent proceedings at the International Court of Justice at The Hague, which proceedings were brought by the Greek Government at the instance of Mr. Mavrommatis, though warned that no action lay to that Court on the claim in question.

(*d*) That Mr. Mavrommatis pays to the Crown Agents for the Colonies the costs of, and incidental to, the preparation and execution of the formal agreement.

3. I am to request to be informed at an early date whether Mr. Mavrommatis accepts these conditions and is prepared to enter into the proposed agreement and to proceed with the formation of a company or companies to operate the concessions. If so, instructions will be issued for the preparation of the agreement as soon as possible.

4. This letter is written "without prejudice."

I am, &c.,
J. E. SHUCKBURGH.

C. 44720/27 [No. 16].

No. 6.

MESSRS. WESTBURY PRESTON & STAVRIDI to COLONIAL OFFICE.

[*Answered by No.* 8.]

12, Devonshire Square, Bishopsgate,
London, E.C.2, 30th November, 1927.

SIR,

WE are much obliged by your letter of the 28th inst.* which we have communicated to our client and upon which we have now taken his instructions.

He authorises us to state that he is prepared to agree to all the terms and conditions mentioned in your said letter with the exception of paragraph 2 (*c*) to the effect that before the form of agreement is executed the sum of £2,165 15s. 11d. costs of the recent proceedings at The Hague be paid by our client.

We do not think this claim should be pressed. Mention is made that our client was warned that no action lay to that Court on the claim in question, but we would point out to you that when the case came before the Court at The Hague the voting was five in favour of our client and seven against on the question of jurisdiction and his claim has not been dealt with in any way. Moreover you will doubtless recollect that a similar warning was given to our client in his first application to The Hague Tribunal when the Tribunal held not only that it had jurisdiction but that our client's claim to his Jerusalem Concession was valid and should be re-adapted. Surely if the Crown Agents for the Colonies consider themselves entitled to claim the costs of this second application they would also consider that the costs of the first application, where they were so clearly in the wrong, should be borne by them. We propose therefore that the terms of your letter be accepted and that this condition be waived, and we trust you will see your way to recommend this to the Crown Agents for the Colonies or the High Commissioner for Palestine, on whosoever's behalf the proposal is now made. If this is done we are willing to enter into communication with the solicitors for the Crown Agents for the Colonies and to settle the terms of a formal agreement.

We trust that this proposal will be accepted forthwith so that the agreement can be entered into without any delay whatsoever.

We are, &c.,
WESTBURY PRESTON & STAVRIDI.

C. 44720/27 [No. 20].

No. 7.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 5th December, 1927.)

(Confidential.)

Government Offices, Jerusalem, 24th November, 1927.

SIR,

I HAVE the honour to refer to your despatch Confidential of the 10th of November† transmitting the copy of a letter from Messrs. Westbury Preston and

* No. 5. † No. 3.

Stavridi, acting on behalf of Mr. Mavrommatis, requesting an extension of the time within which to form companies to operate the Jerusalem Water and Electricity Concessions and to confirm my telegram No. 239 of the 23rd of November* agreeing to the proposals in paragraph 6 of your despatch, but suggesting that if serious difficulty arises regarding the payment by Mr. Mavrommatis of the whole of the costs of the recent proceedings at the International Court of Justice then a compromise on that point might be made. I am content to leave the terms of the compromise to you.

2. With regard to the question raised in paragraph 5 of your despatch under reply, I would observe that Clause 19 of the Mavrommatis Concession expressly provides that if the High Commissioner shall, owing to the absence of drainage works, restrict the supply of water within the city of Jerusalem, the Company shall be entitled to charge such additional rates to cover the annual working cost and capital charges incurred as shall be approved by the High Commissioner. The Concession therefore contemplates that a drainage scheme may not be carried out.

3. I do not think it would be expedient to try to restrict the period of extension asked for by Messrs. Westbury Preston and Stavridi, namely, eight months for one company and a further extension of four months for the second company.

I have, &c.,
PLUMER, F.M.,
High Commissioner for Palestine.

C. 44720/27 [No. 17].

No. 8

COLONIAL OFFICE to MESSRS. WESTBURY PRESTON & STAVRIDI.

GENTLEMEN, Downing Street, 6th December, 1927.

I AM directed to acknowledge the receipt of your letter of 30th November† regarding the request of Mr. Mavrommatis that he should be granted an extension of time within which to form companies to operate the Jerusalem Water and Electricity Concessions.

2. As regards the third paragraph of your letter, the Secretary of State would remind you that Judgment No. 2 of the Permanent Court of International Justice at The Hague upheld the contention of the British Government as regards jurisdiction in the case of two of the four Turkish concessions obtained by Mr. Mavrommatis, and that in Judgment No. 5 the Court rejected the main contention advanced by the Greek Government on behalf of Mr. Mavrommatis, viz., that His Majesty's Government had rendered impossible the carrying out of the Jerusalem concessions and should therefore pay compensation to Mr. Mavrommatis. The results of the 1924 and 1925 litigation before the Permanent Court of International Justice therefore far from justify your allegation that it was established that the British Government was "clearly in the wrong." But whatever opinion may be held as to the action of your client or of the Greek Government in connection with the application which the latter made to the Permanent Court of International Justice in 1924, the circumstances then were entirely different from those in which the Greek Government, on the instigation of your client, made its second application. In 1924 Mr. Mavrommatis held only concessions granted by the Turkish Government, and there was no Municipal Court which could deal with his claims on their merits. In 1926, on the other hand, he held concessions duly granted by the High Commissioner for Palestine; and, if he considered that the High Commissioner had broken his contracts as contained in those concessions, he could sue the Palestine Government for damages for breach of those contracts in the Municipal Courts provided by the Palestine Government and under the procedure laid down for such actions. Instead of proceeding in the ordinary manner and starting an action in the proper Court, he chose to induce the Greek Government to sue the British Government in the Permanent Court of International Justice. If the Court thus wrongly applied to had been an ordinary Municipal Court of Justice but one which had no jurisdiction to try the case, the British Government, which had warned Mr. Mavrommatis and the Greek Government that such an action did not properly lie to the Court, would no doubt have obtained judgment with costs. Owing to the fact that it was The Hague

* No. 4. † No 6.

Court in which the British Government was sued, it has not been reimbursed any of the costs which it has incurred in consequence of the action which the Greek Government brought on behalf of your client. When therefore your client, having failed at The Hague, asks that the two concessions should be modified in his favour by extending the period in which he has to form a company or companies to operate the concessions, it is, in the opinion of the Secretary of State, quite reasonable that the High Commissioner for Palestine, as one condition of consenting to grant the extension and to waive his right to cancel the concessions or to treat them as repudiated by Mr. Mavrommatis, should stipulate that Mr. Mavrommatis should pay the costs incurred by the British Government in connection with this year's proceedings at The Hague.

3. I am accordingly to request you to inform your client that the Secretary of State is not prepared to ask the High Commissioner to waive this condition.

I am, &c.,
J. E. SHUCKBURGH.

C. 44720/27 [No. 24].

No. 9.

COLONIAL OFFICE to MESSRS. WESTBURY PRESTON & STAVRIDI.

[*Answered by No.* 10.]

GENTLEMEN, Downing Street, 23rd December, 1927.

I AM directed to refer to your letter of the 13th of December* and to Sir J. Stavridi's interview at this Office on 15th December in regard to the request of Mr. Mavrommatis that he should be granted an extension of time within which to form companies to operate the Jerusalem Water and Electricity concessions.

2. It is understood that Mr. Mavrommatis is now prepared to accept the proposals made in the letter addressed to you from this Department on the 28th November,† provided that the Palestine Government waives either the condition that he should surrender to the High Commissioner all the rights of any kind claimed by him under or in respect of his Jaffa Water and Electricity concessions, or the condition that he should pay to the Crown Agents for the Colonies before the formal agreement is executed, the sum of £2,165 15s. 11d. being the cost to the British Government of the recent proceedings at the International Court of Justice at The Hague.

3. The matter has been laid before the Secretary of State who directs me to inform you that it is not possible to waive in principle any of the conditions laid down in the letter referred to in the preceding paragraph, to be attached to the grant of an extension of time to Mr. Mavrommatis, but that the Government is prepared to reduce the amount to be paid by Mr. Mavrommatis in respect of the cost of the recent proceedings at the International Court of Justice by one half.

4. As regards the request put forward by Sir J. Stavridi that the extension, if granted, should run from the date upon which agreement as to the terms of the extension is reached, I am to inform you that the High Commissioner is prepared to agree that the extension (or extensions) should run from the 1st of January, 1928 (*i.e.*, until the 31st of August and the 31st of December, 1928, respectively) provided that the offer contained in this letter is accepted by Mr. Mavrommatis before 15th January, 1928.

I am, &c.,
A. J. HARDING.

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* C. 44720/27 [No. 23]: not printed. † No. 5.

C. 44720/27 [No. 25].

No. 10.

MESSRS. WESTBURY PRESTON & STAVRIDI to COLONIAL OFFICE.

[*Answered by No.* 11.]

12, Devonshire Square, Bishopsgate,
London, E.C.2, 30th December, 1927.

SIR,

WE have the honour to acknowledge the receipt of your letter of the 23rd inst.,* the contents of which we have communicated to our client.

2. Mr. Mavrommatis has instructed us to accept the terms thereof with the sole difference that the amount payable by him, viz., one half of the costs of the proceedings at the International Court of Justice, shall be paid at the time when the Memorandum and Articles of Association of the Limited Liability Company which he has to form is handed in for approval by the High Commissioner.

3. We trust that this condition will be accepted and that we shall be placed in communication with the solicitors in order to prepare a formal agreement.

We may say that the negotiations for the proposed company are well advanced.

We are, &c.,
WESTBURY PRESTON & STAVRIDI.

C. 44720/27 [No. 26].

No. 11.

COLONIAL OFFICE to MESSRS. WESTBURY PRESTON & STAVRIDI.

[*Answered by No.* 12.]

Downing Street, 9th January, 1928.

GENTLEMEN,

I AM directed to acknowledge the receipt of your letter of 30th December† regarding the conditions on which the Palestine Government is prepared to grant to Mr. Mavrommatis an extension of time within which to form companies to operate the Jerusalem Water and Electricity Concessions.

The Secretary of State regrets that it is not possible for the Palestine Government to accept the modification which Mr. Mavrommatis now proposes, nor to agree to grant the extension of time unless the sum payable in respect of the cost to the British Government of the recent proceedings at the Permanent Court of International Justice is paid to the Crown Agents for the Colonies before the formal agreement granting the extension is executed.

I am, &c.,
J. E. SHUCKBURGH.

C. 57091/28 [No. 1].

No. 12.

MESSRS. WESTBURY PRESTON & STAVRIDI to COLONIAL OFFICE.

[*Answered by No.* 14.]

12, Devonshire Square, Bishopsgate,
London, E.C.2, 14th January, 1928.

SIR,

WE beg to acknowledge the receipt of your letter of the 9th inst.,‡ the contents of which we have communicated to our client.

2. Under the circumstances Mr. Mavrommatis has authorised us to state that he accepts the conditions laid down in your letter of the 28th November§ as subsequently amended by the exchange of letters between us, and perhaps you will be kind enough to place us in communication with the Solicitors acting on behalf of the High Commissioner for Palestine so that we can settle the terms of the new contract on the signing of which the costs agreed to be borne by our client will be paid over.

3. We would propose that, in this agreement, all the questions which have from time to time arisen should be dealt with.

4. For instance we would remind you that by your letter of the 2nd December, 1926,* addressed to Mr. Mavrommatis the plans deposited were approved subject to certain suggested amendments. The Financial Group with which we are in touch point out that the waters of the Ras el Ain (El Audja) having been granted both to Mr. Mavrommatis and also to Mr. Rutenberg, they would like it made perfectly clear that the Company to be formed will have the right to use those waters.

5. In the same letter of the 2nd December, 1926, you have asked Mr. Mavrommatis, with a view to cutting down the capital expenditure, to reduce the diameter of certain pipes. The Financial Group above mentioned are entirely of the same opinion and they suggest that they should be authorised to submit for approval of the High Commissioner for Palestine fresh detailed plans on the basis, of course, of the plans already approved and which will show all the economies they are able to effect. These plans would be submitted by the Financial Group in the name of Mr. Mavrommatis or by the company or companies that they may form to take over his rights under the Concessions. These plans would be deposited within say six months of the first of January, 1928, when the fresh terms will begin to run.

6. It is, we presume, understood that all periods for the commencement of the works and the completion thereof will be extended in accordance with the extension now granted for the formation of the companies.

We would suggest that you grant us an appointment when we could attend with our client and settle all the details.

We are, &c.,
WESTBURY PRESTON & STAVRIDI.

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* No. 9. † No. 10. ‡ No. 11. § No. 5.

C. 57091/28 [No. 4].

No. 13.

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES.

Downing Street, 4th February, 1928.

GENTLEMEN,

WITH reference to the correspondence noted in the margin, I am directed to transmit to you copies of letters dated 14th,‖ 23rd¶ and 25th January** from Messrs. Westbury Preston & Stavridi, regarding the Jerusalem Water and Electricity Concessions granted to Mr. Mavrommatis. Copies of notes of discussions†† with Sir John Stavridi are also enclosed.

Colonial Office to Crown Agents:—
30th November, 1927.†
7th December, 1927.‡
13th January, 1928.§

2. I am to request you to instruct Solicitors on behalf of the Government of Palestine to prepare as soon as possible the draft of an agreement with Mr. Mavrommatis carrying out the arrangement arrived at by the correspondence with his solicitors. The solicitors should keep in touch with Mr. H. G. Bushe, C.M.G., Assistant Legal Adviser to this Department. It is essential that the agreement should be so worded as to ensure that all the rights granted to Mr. Mavrommatis under his Jaffa Water and Electricity Concessions are surrendered to the High Commissioner for Palestine and that Mr. Mavrommatis has not disposed of nor charged those rights in any way before he transfers them to the High Commissioner.

3. As regards the new points raised in the letter of 14th January‖ from Messrs. Westbury Preston & Stavridi, I am to say there is no objection to it being stated in the agreement that the Company to be formed to operate the Jerusalem Water Concession will have the right to take water from the Auja for the purposes of that concession. Such a right is implied in the approval by the High Commissioner of the plans of the works. But if the right is to be specifically mentioned in the agreement, it should be restricted as regards amount. From the enclosed copy of an agreement‡‡ entered

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* C. 21991/26; not printed. † C. 44720/27 [No. 14]: not printed. ‡ C. 44720/27 [No. 19]: not printed. § C. 44720/27 [No. 29]: not printed. ‖ No. 12. ¶ C. 57091/28 [No. 2]: not printed. †† Not printed.
**C. 57091/28 [No. 23]: not printed.
‡‡ Enclosure in C. 44137/27 [No. 8]: not printed.

into on 13th October, 1927, between the High Commissioner for Palestine and the Jaffa Electric Company Limited, it will be seen that the Company has agreed that the Government of Palestine may take and use for the purpose of public water undertakings any water from the Auja River which is for the time being surplus to the reasonable requirements of the Concessionaire according to the terms of the concession, and that, without derogation from the generality of the foregoing provision, the Government of Palestine may, in particular, take and use, or authorise the taking and using from the Auja River, for the purposes of the water supply of Jerusalem and other towns, water up to a maximum of 20,000 cubic metres a day at such point or points and at such times as may be determined by the Government of Palestine after consultation with the Concessionaire.

4. The agreement with Mr. Mavrommatis should provide that the Company operating the Jerusalem Water Concession should be allowed to take from the Auja River for water supply purposes water up to a maximum of 12,000 cubic metres a day at such point or points and at such times as may be determined by the High Commissioner. The taking of any additional water from the Auja River would require the approval of the High Commissioner.

5. There is no objection to Mr. Mavrommatis or the Company to be formed to work the Jerusalem Water Concession submitting for the approval of the High Commissioner fresh detailed plans on the basis of the plans already approved, showing any economies they wish to effect, provided that these new plans are sent in so as to reach the High Commissioner before the 1st of June next. The High Commissioner should then have 3 months after date of receipt of the new plans to approve or object to them, and, if he does not approve them, the Concessionaire or the Company should then have one month in which to alter them.

6. The Agreement should provide that the duration of the Water Concession (Clause 5 of Concession) should expire on 31st December, 1987 (*i.e.*, 60 years from the 1st of January, 1928). Similarly the period of the Electricity Concession (44 years with a possible extension of 16 years) should run from 1st January, 1928. The periods of six months, two years and six months, and three years and six months mentioned in Clause 9 of the Water Concession and the similar periods mentioned in the Electricity Concession will commence from the date of the approval by the High Commissioner of the plans, drawings and specifications of the works under Clause 4 of the Concession as modified by the new agreement.

I am, &c.,
J. E. SHUCKBURGH.

C. 57091/28 [No. 5].

No. 14.

COLONIAL OFFICE to MESSRS. WESTBURY PRESTON & STAVRIDI.

[*Answered by No.* 15.]

GENTLEMEN, Downing Street, 4th February, 1928.

WITH reference to your letters of 14th,* 23rd† and 25th‡ January on the subject of the Jerusalem Water and Electricity Concessions granted to Mr. Mavrommatis, I am directed to inform you that the Crown Agents for the Colonies have been requested to instruct solicitors to prepare as soon as possible the draft of an agreement with Mr. Mavrommatis carrying out the arrangement arrived at by the recent correspondence with you.

2. As regards the new points raised in your letter of 14th January, I am to say that there is no objection to it being stated in the agreement that the Company to be formed to operate the Jerusalem Water Concession will have the right to take water from the El Auja for the purposes of that concession. Such a right is implied in the approval by the High Commissioner of plans of the works. But if the right is to be specifically mentioned in the agreement it must be restricted as regards amount. The agreement with Mr. Mavrommatis should accordingly provide that the Company operating the Jerusalem Water Concession should be allowed to take from the Auja River for water supply purposes water up to a maximum of 12,000 cubic metres a day at such point or points and at such times as may be determined by the High Commissioner. The taking of any additional water from the Auja River would require the approval of the High Commissioner.

3. There is no objection to Mr. Mavrommatis or the Company to be formed to work the Jerusalem Water Concession submitting for the approval of the High Commissioner fresh detailed plans on the basis of the plans already approved, showing any economies they wish to effect, provided that these new plans are sent in so as to reach the High Commissioner before the 1st of June next. The High Commissioner should then have 3 months after date of receipt of the new plans to approve or object to them, and, if he does not approve them, the Concessionaire or the Company should then have one month in which to alter them.

4. The Agreement should provide that the duration of the Water Concession (Clause 5 of Concession) should expire on 31st December, 1987 (*i.e.*, 60 years from the 1st of January, 1928). Similarly the period of the Electricity Concession (44 years with a possible extension of 16 years) should run from 1st January, 1928. The periods of six months, two years and six months, and three years and six months mentioned in Clause 9 of the Water Concession and the similar periods mentioned in the Electricity Concession will commence from the date of the approval by the High Commissioner of the plans, drawings and specifications of the works under Clause 4 of the Concession as modified by the new agreement.

I am, &c.,
J. E. SHUCKBURGH.

* No. 12. † C. 57091/28 [No. 2]: not printed. ‡ C. 57091/28 [No. 3]: not printed.

C. 57091/28 [No. 8].

No. 15.

MESSRS. WESTBURY PRESTON & STAVRIDI to COLONIAL OFFICE.

12, Devonshire Square, Bishopsgate,
SIR, London, E.C.2, 6th February, 1928.

MAVROMMATIS JERUSALEM CONCESSIONS.

WE are much obliged by your letter of the 4th inst.,* which crossed with ours of the same date and we take note that the Crown Agents for the Colonies have been requested to instruct their solicitors to prepare as soon as possible an agreement with Mr. Mavrommatis carrying out the arrangement arrived at by our recent correspondence.

We have immediately seen the financial group with whom we were dealing and are glad to say that we have come to a final arrangement with them, subject to an agreement being signed, which can only be done on or after signature of the agreement between the High Commissioner and our client.

We are, &c.,
WESTBURY PRESTON & STAVRIDI.

C. 57091/28 [No. 12].

No. 16.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 7th March, 1928.

WITH reference to your letter of the 15th February† and previous correspondence regarding the Jerusalem Water and Electricity Concessions granted to Mr. Mavrommatis, I have the honour to transmit the accompanying copy of a letter which we have now received from Messrs. Burchells on the subject and to request the further instructions of the Secretary of State on the two points in question.

I have, &c.,
W. A. F. WICKHART,
for Crown Agents.

* No. 14. † C. 57091/28 [No 11]: not printed.

Enclosure in No. 16.

FROM MESSRS. BURCHELLS TO CROWN AGENTS.

GENTLEMEN, 5, The Sanctuary, Westminster, S.W.1, 5th March, 1928.

Mavrommatis Concessions.

WE had a visit on the 3rd inst. from Sir John Stavridi and Mr. Welsford, of Messrs. Slaughter and May, when they informed us that Mr. Mavrommatis had entered into an arrangement with the Power Securities Corporation Limited, of 66, Queen Street (a company under the control of Messrs. Balfour, Beatty & Co.), to form the two companies referred to in the respective concessions and to provide the required capital.

2. Messrs. Slaughter and May, the Solicitors for the Power Securities Corporation, point out that the concessions are granted to Mr. Mavrommatis personally and therefore if he should die before the completion of the business their clients may have spent a great deal of money and trouble only to find that the concessions had lapsed by Mr. Mavrommatis's death.

3. They therefore ask if you would be willing to sign a letter agreeing to the concessions being transferred into the name of the new company to be formed by the Power Securities Corporation, subject of course to the fulfilment of all the conditions contained therein, should Mr. Mavrommatis die before all the arrangements are completed.

4. We shall be glad to have your instructions on this request to which we see no objection from a legal point of view, and feel that unless some understanding is arrived at it is doubtful if Mr. Mavrommatis will be able to form and finance the proposed company.

5. They also ask that a clause may be inserted in the draft supplemental agreement which we have prepared to the effect that provided all the conditions contained in the concession are complied with the concession may be granted direct by the High Commissioner to the new company instead of passing through Mr. Mavrommatis.

6. We shall be glad to have your instructions on this point also.

We are, &c.,
BURCHELLS.

C. 57091/28 [No. 14].

No. 17.

COLONIAL OFFICE to MESSRS. BURCHELLS.

[*Answered by No.* 18.]

GENTLEMEN, Downing Street, 17th March, 1928.

WITH reference to your letter of 5th March* to the Crown Agents for the Colonies and your semi-official letter of 13th March† to Mr. H. G. Bushe, I am directed by Mr. Secretary Amery to state that he has no objection to the draft agreement between the Crown Agents for the Colonies and Mr. Mavrommatis which accompanies the latter letter being altered as proposed by the Power Securities Corporation so far as the *drafting* alterations in A to H (now A—I) and I (now K) of the recitals are concerned but that he is not prepared to approve the alterations of substance which the Corporation proposes—*see* new Clauses 3, 4 and 6. The agreement between the Government and Mr. Mavrommatis is contained in the correspondence between this Department and the solicitors to Mr. Mavrommatis, and it is not intended to go beyond what was there agreed upon. Thus it is not intended that the supplemental agreement of 26th February, 1926, should be modified; and, a more important point, there can be no question of amending the agreements of 25th February, 1926, by which concessions were definitely granted to Mr. Mavrommatis by the High Commissioner, into agreements by which the High Commissioner only undertakes to grant the concessions to the Company in the future. If the Corporation desires to protect itself against Mr. Mavrommatis charging or incumbering the concessions before he transfers them to the Company, or against his dying before the Company is formed and leaving his rights under the agreement to someone who would not transfer them to the Company, the Corporation must do so by some arrangement with Mr. Mavrommatis. The Government cannot be expected to agree to a revision of the agreements under which it would assume the burden of undertaking to grant the Company concessions free from any claims by Mr. Mavrommatis or his assignees, the Government being left to settle those claims as best it could if they were put forward.

I am, &c.,
J. E. SHUCKBURGH.

* Enclosure in No. 16. † C. 57091/28 [No. 13]: not printed.

C. 57091/28 [No. 20].

No. 18.

MESSRS. BURCHELLS to COLONIAL OFFICE.

[*Answered by No.* 20.]

SIR, 5, The Sanctuary, Westminster, S.W.1, 21st March, 1928.

MAVROMMATIS CONCESSIONS.

REFERRING to your letter of the 17th instant* we had a long interview last evening with Sir John Stavridi, Mr. Mavrommatis and Messrs. Slaughter and May, the Solicitors for the Power Securities Corporation Limited, when after considerable discussion they agreed to accept the draft Supplemental Deed in the form indicated in your said letter, that is to say, with the drafting amendments specified in the recitals, but with all the clauses dealing with new matter struck out.

2. The only alteration for which they still press is the reduction of the time allowed for the approval by the High Commissioner of the plans and specifications from three months down to twenty-eight days. They state that the whole of these plans and specifications have already been unofficially approved and therefore twenty-eight days will be ample time for official approval to be given, while the period of three months would materially hamper them in carrying out the various obligations imposed upon them by the Concession. We shall be glad to have your instructions as to this one remaining point.

We are, &c.,
BURCHELLS.

C. 57091/28 [No. 24].

No. 19.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

[*Answered by No.* 23.]

SIR, 4, Millbank, Westminster, London, S.W.1, 23rd March, 1928.

REFERRING to your letter of the 19th March† and previous correspondence respecting the Mavrommatis Concessions in Palestine, I have the honour to enclose a copy of a letter from Messrs. Burchells with its enclosures and to request the instructions of the Secretary of State.

I have, &c.,
W. A. F. WICKHART,
for Crown Agents.

Enclosure in No. 19.

LETTER FROM MESSRS. BURCHELLS TO THE CROWN AGENTS.

GENTLEMEN, 5, The Sanctuary, Westminster, S.W.1, 22nd March, 1928.

Mavrommatis Concessions.

WE enclose herewith an application by Mr. Mavrommatis for a consent to the assignment by him of his Concessions to the Power Securities Corporation Limited to 66, Queen Street, E.C.2. We also enclose you a letter from Mr. Mavrommatis accompanying this application.

* No. 17. † No. C. 57091/28 [No. 15]: not printed.

2. As the time limits allowed by the Concessions are on the short side having regard to the work that has to be done before the Concessions can be finally granted, Mr. Mavrommatis hopes that immediate attention may be given to the enclosed application.

3. The Power Securities Corporation Limited is a powerful concern and if the Concessions are transferred to them there is no doubt that they would be in a position to form the proposed new company or companies and obtain the required capital for the construction of the works.

We are, &c.,
BURCHELLS.

To the Crown Agents for the Colonies,
4, Millbank,
Westminster.

GENTLEMEN,

Concession for the supply of Water and Electricity to Jerusalem.

As you are aware, negotiations have been proceeding between myself and Power Securities Corporation Limited for the formation by that Corporation of a single Company, or two separate companies, constituted in accordance with the Concession Agreements, for the purpose of becoming vested with and operating the Concessions. The Corporation is prepared to enter into such an Agreement on receiving the consent of the High Commissioner for Palestine to the assignment by me to the Corporation of my rights under the Concession Agreements.

I feel that without any further comment from me you will be satisfied that Power Securities Corporation Limited is a suitable and satisfactory body to carry out the formation and execution of the schemes and I enclose herewith a formal application in duplicate for the consent of the High Commissioner to the transfer by me to the Corporation of the benefit of the Concession Agreements or either of them. I shall be much obliged if you will signify his consent by signing and returning to me one copy of the application.

I am requested by the Corporation to ask you to be so kind as to deal with this application with the least possible delay.

I am, &c.,
E. MAVROMMATIS.

c/o Messrs. Westbury Preston & Stavridi,
12, Devonshire Square,
London, E.C.2.
21st March, 1928.

To the Crown Agents for the Colonies,
4, Millbank,
Westminster.

APPLICATION is hereby made by Euripides Mavrommatis (hereinafter called "the Concessionaire") for the consent of the High Commissioner for Palestine to assign to Power Securities Corporation Limited (hereinafter called "the Corporation") whose registered office is situate at 66, Queen Street, in the City of London, the full benefit and interest of the Concessionaire in the Agreements specified in the Schedule hereto and in the Concessions to supply Water and Electricity to Jerusalem and its environs referred to therein or either of them.

In Witness Whereof the Concessionaire has hereto set his hand this 21st day of March, 1928.

The Schedule.

(i) 25th February, 1926. Agreement between the Crown Agents and the Concessionaire as to Electricity Concession to Jerusalem.

(ii) 25th February, 1926. Agreement between the Crown Agents and the Concessionaire as to Water Concessions to Jerusalem.

(iii) 26th February, 1926. Agreement between same parties as to formation of Company.

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* C. 57091/28 [No. 15].

(iv) Supplemental Deed between same parties modifying Agreement No. 1.

(v) Supplemental Deed between same parties modifying Agreement No. 2.

Signed by the said Euripides Mavrommatis in the presence of
S. G. Stavridi,
12, Devonshire Square,
London, E.C.2.

E. MAVROMMATIS.
c/o Westbury Preston & Stavridi,
12, Devonshire Square,
London, E.C.2.

On behalf of the High Commissioner for Palestine, we hereby signify our consent to the above application.

Dated this day of March, 1928.

Signed by
on behalf of the Crown Agents for the Colonies in the presence of
.....
.....
.....

.....

C. 57091/28 [No. 21].

No. 20.

COLONIAL OFFICE to MESSRS. BURCHELLS.

GENTLEMEN, Downing Street, 24th March, 1928.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 21st of March* regarding the draft agreement between the Crown Agents for the Colonies and Mr. Mavrommatis and to inform you that he is not prepared to agree to the proposal made by Sir John Stavridi that the time allowed for the approval by the High Commissioner for Palestine of the plans and specifications should be reduced.

2. Messrs. Westbury Preston & Stavridi were informed on the 4th of February† that the proposal for the submission of new plans was accepted provided that those plans were sent in so as to reach the High Commissioner before the 1st of June next and that the High Commissioner should then have three months after date of receipt of the new plans to approve or object to them. It was on this condition, among others, that the Secretary of State agreed to the preparation of the new agreement and, as stated in the preceding paragraph of this letter, he is not prepared to agree to any reduction in the time allowed for the approval of the plans.

I am, &c.,
G. GRINDLE.

C. 57091/28 [No. 25].

No. 21.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 5.30 p.m., 27th March, 1928.)

TELEGRAM.

[*Answered by No.* 24.]

No. 57. MY despatch of 15th February, Confidential.‡ Terms of agreements extending Mavrommatis Concessions have been settled. Mavrommatis has applied for your consent to assignment of his interest and benefit in Concessions and supplementary agreements to Power Securities Corporation Limited Provided that you agree and that I am satisfied that Corporation is suitable assignee I propose to authorise Crown Agents to signify consent on your behalf to this application so soon as supplementary agreements have been signed. Please telegraph early reply. Meanwhile I am instructing Crown Agents to furnish full report on Corporation.—AMERY.

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* No. 18. † No. 14. ‡ No. C. 57091/28 [No. 10]: not printed.

C. 57091/28 [No. 28].

No. 22.

MESSRS. BURCHELLS to COLONIAL OFFICE.

SIR, 5, The Sanctuary, Westminster, S.W.1, 27th March, 1928.

MAVROMMATIS CONCESSIONS.

WE have this morning received from the Solicitors to Mr. Mavrommatis the enclosed prints* of the supplemental deeds for execution by the Crown Agents for the Colonies. They sent us these prints in duplicate; we have therefore sent one copy of each to the Crown Agents for execution, informing them that we are sending you these duplicates so that you may satisfy yourselves that they are in the form of which you approve, and if so, authorise them to sign.

2. Mr. Mavrommatis' Solicitors point out that time is of considerable importance owing to the fact that the revised plans and specifications have to be prepared and deposited in the High Commissioner's office before the 1st June next.

We are, &c.,
BURCHELLS.

C. 57091/28 [No. 26].

No. 23.

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES.

[*Answered by No.* 26.]

GENTLEMEN, Downing Street, 28th March, 1928.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 23rd of March† and to inform you that a telegram‡ has been addressed to the High Commissioner for Palestine on the subject of the application made by Mr. Mavrommatis for consent to the assignment of his Concessions. A further letter will be addressed to you on the receipt of Lord Plumer's reply.

Meanwhile the Secretary of State would be glad to be furnished with a report on the financial status, &c., of the Power Securities Corporation, Limited, and with your advice as to whether the Firm may be regarded as a suitable assignee of Mr. Mavrommatis's interests.

I am, &c.,
J. E. SHUCKBURGH.

C. 57091/28 [No. 29].

No. 24.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

TELEGRAM.

(Received Colonial Office, 12.20 p.m., 28th March, 1928.)

[*Answered by Nos.* 28 *and* 31.]

No. 51 of 28th March. Your telegram of 27th March, No. 57,‡ Mavrommatis. Provided that you are satisfied that Power Securities Corporation Limited is a suitable assignee I agree to the course of action proposed.—PLUMER.

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* Not reprinted. † No. 19. ‡ No. 21.

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C. 57091/28 [No. 30].

No. 25.

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES.

[*Answered by No.* 26.]

GENTLEMEN, Downing Street, 3rd April, 1928.

WITH reference to the letter of 27th March* from Messrs. Burchells to this Department, I am directed by Mr. Secretary Amery to inform you that he approves of your executing the two deeds varying the agreements of 25th February, 1926, between you and Mr. E. Mavrommatis relative to the Jerusalem Water and Electricity Concessions in the form in which they were submitted with that letter by Messrs. Burchells, subject to the following alterations:—

Electricity Concession Deed.

Page 4.—Clause J. The word "also" in "It is also desired" should be deleted.

Pages 5, 6, *and* 7.—The new Clause 4 of the Electricity Agreement should be put in inverted commas as in the other deed.

Clauses 5, 6, and 7 of the deed should be renumbered as 4, 5, and 6.

Water Concession Deed.

In Recital A the word "Bait" on line 13 should be spelt "Beit" as in Electricity Concession Deed.

I am, &c.,
J. E. SHUCKBURGH.

C. 57091/28 [No. 33].

No. 26.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

[*Answered by No.* 30.]

(Confidential.)

SIR, 4, Millbank, Westminster, London, S.W.1, 5th April, 1928.

WITH reference to your letter of the 28th March,† I have the honour to report that the Power Securities Corporation Limited was registered in 1922, *inter alia* to carry on a general finance business more especially in the development of electrical and allied undertakings. The authorised capital is £2,000,000, of which £1,000,000 has been issued and fully paid up. We understand that the Company owns all the shares of Messrs. Balfour, Beatty & Company Limited, a large engineering and contracting firm and also has a controlling interest in the Edison Swan Electric Company Limited. The Directors, whose names are given on the enclosed copy‡ of the last report of the Company, are all well known in financial circles and are considered to be financially capable of carrying through successfully undertakings of the nature of those now in question.

2. It will be seen from the report referred to, and also from the enclosed newspaper report‡ on the Chairman's speech at the annual meeting held on the 28th February last, that the Company is in a strong financial position which is reflected in the price of the shares. The £1 fully-paid ordinary shares stand at 27s. 9d. to 28s. 9d. and the 7 per cent. preference shares at 26s. 6d. to 27s. 6d.

3. We think, therefore, that the Company may be regarded as a suitable assignee of Mr. Mavrommatis's interests in the concessions in Palestine referred to.

4. The two deeds varying the agreements with Mr. Mavrommatis of 25th February, 1926, have been executed, with the amendments specified in your letter of the 3rd April,§ and exchanged by Messrs. Burchells for duplicates executed by Mr. Mavrommatis; and I have to enquire how many prints should be supplied for the use of the Colonial Office and the Government of Palestine.

The sum of £1,082 17s. 11d. (being one moiety of £2,165 15s. 11d.) has been received from Mr. Mavrommatis, together with the amount of our Solicitors' charges, viz.:—£97 4s. 10d.

I have, &c.,
F. G. BRADSTREET,
for Crown Agents.

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* No. 22. † No. 23. ‡ Not reprinted. § No. 25.

C. 57091/28 [No. 35].

No. 27.

MR. E. MAVROMMATIS to COLONIAL OFFICE.

[*Answered by No.* 29.]

SIR, 25, Linden Gardens, London, W.2, 14th April, 1928.

JERUSALEM WATER AND ELECTRICITY CONCESSIONS.

I HAVE to thank you for your kind decision which has put an end to all misunderstandings by the completion of the two agreements which were exchanged between the Crown Agents and myself on the 4th inst.

As you already know I have secured the collaboration and assistance of Power Securities Corporation Ltd., of 66, Queen Street, E.C.4, in assisting me promptly to carry out the engagements that I have entered into.

I leave London with their representative on the 19th inst. for Jerusalem in order to complete all the necessary formalities for the immediate commencement of the Electricity Works.

Messrs. H. Rofe & Son, Civil Engineers, of 208, Abbey House, 8, Victoria Street, S.W., who have carried out the studies of the Water Concession, have been instructed to modify and complete the plans with a view to carry out the project in the most economical manner and in conformity with the wishes of the High Commissioner.

Mr. Raffety, of the above-named firm, will leave with me on the 19th inst in order to consider on the spot with the representatives of the Jerusalem Authorities the necessary modifications to be made, and to deposit the new modified plans 1 and 8 in accordance with the requirements of the High Commissioner which were communicated to me by your letter* the 2nd December, 1926.

I enclose herewith copy of letter I propose to address to His Excellency the High Commissioner as soon as we arrive in Jerusalem.

Would you be good enough to inform the High Commissioner of Palestine that I am leaving on the 19th inst. for Jerusalem with the Consulting Engineer and with the representative of the Power Securities Corporation Ltd., and that we hope immediately after our arrival to get into touch with the Authorities and as soon as possible complete all the formalities which may be necessary for prompt compliance with my obligations?

I have, &c.,
E. MAVROMMATIS.

Enclosure in No. 27.

DRAFT.

YOUR EXCELLENCY, Jerusalem.

Jerusalem Water Concession.

IN accordance with Condition (1) of your approval to my Scheme, as conveyed to me by letter from the Colonial Office dated the 2nd December, 1926, I have the honour to submit for your further approval two plans as follows :—

Drawing No. 10.—Showing the general lay-out of the Scheme and pipeline from Ras-el-Ain to Jerusalem, &c., to supersede Drawing No. 1.

Drawing No. 11.—Showing the land proposed to be acquired for the pumping stations and reservoirs.

Your Excellency will appreciate that under the arrangements agreed to between Mr. Lees, the late Director of Public Works, and Mr. Raffety, representing my Engineers, Messrs. H. Rofe & Son, in May and June, 1926, which are set out in the letter dated the 4th June, 1926, referred to in the terms of your approval, the sites for works and the exact positions of mains are to be settled after consultation with the Lands Department, the Director of Railways, Road Authorities and others concerned and the submission of the accompanying drawings is not intended in any way as a departure from this arrangement.

Mr. Raffety has accompanied me to Jerusalem for the purpose of discussing with the Director of Public Works modifications of the Scheme with a view to keeping down the capital expenditure and can therefore, if necessary, deal at once with any questions arising on these plans.

I have the honour to be,
Your Excellency's obedient servant.

His Excellency
The High Commissioner for Palestine.

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* C. 21991/26: not printed.

C. 57091/28 [No. 39].

No. 28.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 2.30 p.m.. 18th April, 1928.)

TELEGRAM.

No. 73. My telegram of 27th March, 57.* The deeds varying the 1926 agreements have been executed by Mavrommatis and Crown Agents. Copies will be sent to you shortly. Mavrommatis, Raffety and a representative of the Power Securities Corporation Limited leave England on 19th April for Jerusalem. Your telegram of 28th March, 51.† Result of enquiries regarding Power Securities Corporation satisfactory and Crown Agents are being authorised to consent to assignment to Corporation by Mavrommatis of his rights under Concessions agreements.—AMERY.

C. 57091/28 [No. 36].

No. 29.

COLONIAL OFFICE to MR. E. MAVROMMATIS.

SIR, Downing Street, 19th April, 1928

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 14th of April‡ and to say that the High Commissioner for Palestine is being informed that you propose to leave for Palestine on the 19th of April.

The Crown Agents are being authorised to consent, on behalf of the High Commissioner for Palestine, to the assignment by you to the Power Securities Corporation Limited of the full benefit and interest which you possess in the Jerusalem Water and Electricity Concessions and the agreements with the Palestine Government relating thereto.

I am, &c.,
J. E. SHUCKBURGH.

C. 57091/28 [No. 37].

No. 30.

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES

[*Answered by No.* 32.]

GENTLEMEN, Downing Street, 19th April, 1928.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 5th of April§ regarding the financial status of the Power Securities Corporation Limited.

2. The High Commissioner for Palestine having agreed to allow Mr. Mavrommatis to assign his interest and benefit in the Concessions to the Corporation provided that the latter were found to be a suitable assignee, I am now to authorise you to consent to the assignment of the Concessions to the Corporation accordingly.

3. With regard to paragraph 4 of your letter under reply, I am to ask that 20 copies of each of the two deeds should be supplied for the use of the Colonial Office and the Government of Palestine.

I am, &c.,
J. E. SHUCKBURGH.

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* No. 21. † No. 24. ‡ No. 27. § No 26.

C. 57091/28 [No. 38].

No. 31.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential A.)

MY LORD, Downing Street, 19th April, 1928.

I HAVE the honour to refer to your telegram No. 51 of the 28th of March* in regard to the application of Mr. Mavrommatis for permission to assign his interests in the Jerusalem Concessions to the Power Securities Corporation Limited.

2. I am informed that the Power Securities Corporation Limited was registered in 1922, *inter alia*, to carry on a general finance business, more especially in the development of electrical and allied undertakings. The authorised capital is £2,000,000 of which £1,000,000 has been issued and fully paid up. It is understood that the Company owns all the shares of Messrs. Balfour, Beatty and Company, Limited, a large engineering and contracting firm, and also has a controlling interest in the Edison Swan Electric Company Limited. The Directors are all well known in financial circles and are considered to be financially capable of carrying through successfully undertakings of the nature of those covered by the Jerusalem Concessions. The strong financial position of the Company is reflected in the price of the shares. The £1 fully-paid ordinary shares stand at 27s. 9d. to 28s. 9d. and the 7 per cent. preference shares at 26s. 6d. to 27s. 6d. I am advised that the Company may therefore be regarded as a suitable assignee, and I have authorised the Crown Agents to consent to the assignment of Mr. Mavrommatis' interests to the Company.

3. The two deeds varying the agreements with Mr. Mavrommatis relating to the Jerusalem Water and Electricity Concessions have now been executed and copies will be forwarded to you as soon as they are available. The sum of £1,082 17s. 11d. has been paid by Mr. Mavrommatis to the Crown Agents together with the amount of the charges of Messrs. Burchell's, viz., £97 4s. 0d.

4. I enclose a copy of correspondence† with Mr. Mavrommatis from which you will note that he proposes to leave this country for Palestine on the 19th of April

I have, &c.,
L. S. AMERY.

No. 32.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 30th April, 1928.

WITH reference to your letter of the 19th of April,‡ I have the honour to state that, in accordance with the authority conveyed therein, we have consented to the assignment by Mr. Mavrommatis to the Power Securities Corporation, Limited, of his interests in the Palestine Concessions referred to.

2. Copies of the two Supplemental Deeds referred to in the third paragraph of your letter will be forwarded as soon as they are available.

3. I take the opportunity to enclose a copy of correspondence with Messrs. Burchells on the subject of the approval of the Memorandum and Articles of Association of the Companies (or Company) to be formed to operate the Concessions.

I have, &c.,
C. CHILCOT,
for Crown Agents.

Enclosure 1 in No. 32.

GENTLEMEN, 5, The Sanctuary, Westminster, S.W.1, 25th April, 1928.

Mavrommatis Concessions.

Under the terms of the agreement entered into with Mr. Mavrommatis, the Memorandum and Articles of Association of the new Palestine Company have to be approved on behalf of the High Commissioner of Palestine. We shall be glad to know if we are to approve them, or if you wish them to be submitted to some Solicitor in Palestine.

2. We do not anticipate any difficulty in being able to see that they are in the proper form.

We are, &c.,
BURCHELLS.

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* No. 24. † Nos. 27 and 29. ‡ No. 30.

Enclosure 2 in No. 32.

Mavrommatis Concessions.

GENTLEMEN, 4, Millbank, S.W.1, 28th April, 1928.

In reply to your letter of the 25th April, marked "C," I have to state that as, under the terms of the agreements, the Companies (or Company) are to be formed and registered in Palestine, it is possible that the approval of the Memorandum and Articles of Association may be arranged locally, and that we do not think therefore that any action on our part is necessary in this connection, unless the documents should be submitted by the Companies to us.

I am, &c.,
for Crown Agents.

C. 57091/28 [No. 44].

No. 33.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, S.W.1, 18th May, 1928.

IN continuation of our letter of the 16th May,* I have the honour to transmit herewith a copy of a notice given by the Solicitors to the Power Securities Corporation, Limited, of the assignment to the Corporation of all the benefits under Mr. Mavrommatis' Concessions in Palestine.

I have, &c.,
C. CHILCOT,
for Crown Agents.

Enclosure in No. 33.

TO THE CROWN AGENTS FOR THE COLONIES acting for and on behalf of the High Commissioner for Palestine.

WE hereby give you notice that by an Assignment dated the 20th day of April, 1928, and made between Euripides Mavrommatis of the one part and Power Securities Corporation Limited (hereinafter called "the Corporation") whose registered office is at 66, Queen Street, in the City of London, of the other part of the said Euripides Mavrommatis assigned to the Corporation all the rights title and interest vested in him under or by virtue of the deeds and documents, short particulars of which are set out in the Schedule hereto.

SCHEDULE.

A.	25*th February*, 1926.	Agreement between yourselves and the said Euripides Mavrommatis, being an agreement for a concession for supplying potable water to Jerusalem and its environs.
B.	25*th February*, 1926.	Agreement between the same parties, being an agreement for a concession for supplying electricity to Jerusalem and its environs.
C.	26*th February*, 1926.	Agreement between the same parties, being an agreement supplemental to Agreements "A" and "B."
D.	4*th April*, 1928.	Deed between the same parties, being an agreement supplemental to Agreement "A"
E.	4*th April*, 1928.	Deed between the same parties, being an agreement supplemental to Agreement "B."

Dated this eleventh day of May, 1928.

SLAUGHTER & MAY,
Solicitors for and on behalf of
Power Securities Corporation Limited.

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* C. 57091/28 [No. 43]: not printed.

C. 57091/28 [No. 46].

No. 34.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 4th June, 1928.

WITH reference to our letter of the 18th May* and previous correspondence, I have the honour to transmit a copy of a letter which we have received from the Power Securities Corporation, Limited, forwarding, for submission to the High Commissioner of Palestine, plans of the proposed works under the Jerusalem Electricity Concession. I also enclose a copy of our reply; a copy is being sent to the High Commissioner.

I have, &c.,
C. CHILCOT,
for Crown Agents.

Enclosure 1 in No. 34.

GENTLEMEN, 66, Queen Street, London, E.C.4, 31st May, 1928.

Electricity Concession at Jerusalem.

WE have the honour to send you herewith plans† in triplicate of the proposed works, for submission to the High Commissioner according to Clause 4 (*c*) of the Supplementary Agreement dated 4th April, 1928.

In this connection we beg to submit the following observations:—

For the purpose of investigating the local conditions our representative visited Jerusalem early this month and had the advantage of discussing various details arising from the present Concession with the Acting Chief Secretary and the Director of Public Works.

It was then agreed in principle that the details of the general lay-out of the scheme, such as the position of transformer kiosks and definite routes and sizes of the High Tension and Low Tension distribution systems, could not be fixed until the relative locations and ultimate loads of the consumers in the various districts could be more accurately ascertained.

Consequently, it would only be practicable for the moment to indicate approximately the general outline of the scheme and defer agreement on actual details to be submitted later for formal approval from time to time.

From the local information placed at the disposal of our representative we believe that the plan as submitted, while purporting merely to indicate on general lines the proposed lay-out, covers as far as can be ascertained at present the immediate requirements of the city for the supply and distribution of electrical energy. As already stated, however, this plan will be subject to modifications or extensions as and when determined by the actual conditions during the progress of the work.

We propose that as far as possible overhead distribution should be employed, except in such streets as where by reason of local conditions overhead lines would not be practicable.

We have shown on the plan submitted the High Tension Feeders (6,600 volts) and the Low Tension Distributors (440 volts) as mainly overhead, in order to keep the capital expenditure in the initial stages as low as possible, but should circumstances arise at a later date which may make underground cables desirable in place of the overhead lines in any particular locality such alteration can be effected by mutual agreement.

The transmission lines to Bethlehem, Beit Jala and Ramallah would be overhead, but it is not proposed to construct these lines until the requirements of these localities indicate that such construction is needed.

In respect of the Generating Station, we have definitely fixed the site as indicated on the plan as being the most desirable from every point of view, and propose to install in the first instance three Oil Engine Driven Alternator Sets of 250 kw. each, the details of which will be submitted in due course.

We have also to inform you that the Memorandum and Articles of Association of the Company to be formed have already been forwarded in draft form to our Solicitors

* No. 33. † Not reproduced.

in Palestine for submission to the High Commissioner for approval, and at the same time all the necessary arrangements have been completed to enable the Company to be registered in Palestine immediately upon receipt of formal notification of such approval.

We have, &c.,
POWER SECURITIES CORPORATION LIMITED,
Secretary.

The Crown Agents for the Colonies.

Enclosure 2 in No. 34.

SIR, 4, Millbank, S.W.1, 4th June, 1928.

Electricity Concession at Jerusalem.

I HAVE to acknowledge the receipt of your letter of the 31st May, forwarding plans of the proposed works for submission to the High Commissioner in accordance with Clause 4 (*c*) of the Supplementary Agreement dated 4th April, 1928.

We are transmitting your letter together with the plans to the High Commissioner, but we have to point out that, according to a letter addressed by the Colonial Office to the Solicitors of Mr. Mavrommatis on the 4th February last, the plans should have reached the High Commissioner before the 1st June. In accepting them for transmission, we wish to make it clear that we do so without prejudice to any objection which may be taken by the High Commissioner in the matter.

I am, &c.,
for Crown Agents.

The Secretary,
Power Securities Corporation Ltd.,
66, Queen Street,
London, E.C.4.

C. 57091/28 [No. 50].

No. 35.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

SIR, 66, Queen Street, London, E.C.4, 28th June, 1928.

Jerusalem Electricity and Water Concession.

As you are aware, the above Concessions originally granted to Mr. Euripides Mavrommatis by Agreements dated 26th February, 1926, together with the Supplemental Agreements dated 4th April, 1928, have, with the approval of the High Commissoner, been assigned to us.

In the case of the Electricity Concession the Assignment was absolute and the necessary arrangements for the registration of the Company in Palestine in accordance with the terms of the Concession are about to be completed.

In the case of the Water Concession the Assignment provided only for an option until 1st August next, for the purpose of enabling us to investigate the position locally, as we were not satisfied on the evidence before us at that time that we could definitely commit ourselves to this scheme without further details.

For that purpose our representative visited Jerusalem early in May last, and the result of his investigation discloses certain material facts which compel us to view the position from a different aspect than originally was the case.

The first point refers to the quantity of water for which the scheme should be constructed in accordance with the terms of the Concession. We are satisfied that the lay-out of the scheme specified in the Concession will not be commercially feasible, and have arrived at the conclusion that a smaller capacity scheme should be adopted in the first instance. In our view, the initial capacity should be one million gallons per day, based on an estimated daily consumption of 500,000 gallons, which would leave a sufficient margin to meet an increase in consumption for some years hence.

Our representative has had the advantage of discussing this point with the responsible officials at Jerusalem, and it was understood that our views on the question of capacity of the initial scheme were accepted in principle, so that we do not anticipate any difficulty in coming to an agreement on this point.

The most serious situation, however, has arisen in connection with the drainage. In discussing the acquisition of the Concession we were led to believe that the Government contemplated proceeding with a drainage scheme immediately the question of the

water supply had been definitely settled. Our representative has, however, gathered that while the Government of Palestine considered the drainage most desirable, the question has been shelved indefinitely owing to the fact that funds are at present not available for this particular purpose.

We think it can be taken as agreed that the construction of water works without adequate provision for drainage would considerably reduce the consumption, and indeed may seriously hamper the legitimate development of the water supply scheme.

In view of this situation we consider it is not possible to proceed with the scheme as contemplated under our option unless the question of drainage can be simultaneously disposed of and other points in the Concession satisfactorily adjusted. We would therefore much appreciate an opportunity of discussing the situation with your Department as it is possible that the exchange of ideas might result in arriving at a solution of the present problems and enable us to put forward definite proposals to proceed with the scheme.

We understand that the Commissioner of Jerusalem, Mr. Keith Roach, is at present on leave in this country, and we would suggest that his presence here should be taken advantage of by requesting him to assist at the meeting suggested above, in order that his intimate knowledge of the local conditions could be brought to bear on the discussion.

We shall be glad if you will be good enough to let us know if such meeting can be arranged in order that our views could be fully laid before your Department.

We have, &c.,
POWER SECURITIES CORPORATION, LIMITED,
Secretary.

C. 57091/28 [No. 57].

No. 36.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER

(Sent 12.30 p.m., 21st July, 1928.)

TELEGRAM.

[*Answered by No.* 38.]

No. 118. YOUR despatch of the 23rd May, Confidential.*

Power Securities Corporation state that plans, &c., in respect of Mavrommatis Water Concession were submitted to you direct before 1st June as required by Clause 4 (*c*) of the Concession as amended by the Agreement of the 4th April. Please confirm this and report date of their receipt. You will appreciate importance of signifying approval or disapproval of plans in respect of both Concessions within the specified period of three months from their receipt. Should be glad to be kept fully informed of all developments.—AMERY.

C. 57091/28 [No. 58].

No. 37.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential A.)

MY LORD, Downing Street, 24th July, 1928.

I HAVE the honour to refer to Your Lordship's Confidential despatch of the 23rd May* and previous correspondence regarding the Mavrommatis Concessions, and to transmit to you the accompanying copy of a letter† from the Crown Agents for the Colonies enclosing copies of (i) an Assignment by Mr. Mavrommatis to the Power Securities Corporation, Limited, of his interests under those Concessions, and (ii) a Supplemental Deed relating to the consideration payable in respect of the Water Concession.

* C. 57091/28 [No. 47]: not printed. † C. 57091/28 [No. 51]: not printed.

2. I also enclose a copy of a letter* from the Power Securities Corporation, Limited, asking for an interview for the purpose of discussing certain points in connection with the Water Concession and, in particular, the question of the provision of a drainage scheme for Jerusalem. The Conference, which took place on the 20th July, was attended by Mr. Keith Roach and by Mr. Charles Burchell who is familiar with the details of the legal documents in connection with the Concession. It was agreed that the Corporation should submit definite proposals in regard to the provision and financing of a drainage scheme for Jerusalem and that these proposals, when received, should be submitted to you for early consideration.

3. In the course of the discussion the Corporation stated that the plans, drawings, and specifications in connection with the Water Concession had been submitted to you (apparently in the joint names of the Corporation and Mr. Mavrommatis) before the 1st June as required by Clause 4 (*c*) of the Concession as amended by the Agreement of the 4th of April last. Mr. Keith Roach confirmed this statement I had received from the Crown Agents a copy of a letter from the Corporation forwarding for submission to you plans of the proposed works under the Electricity Concession but I was not aware that the Corporation had submitted the similar documents in respect of the Water Concession. I therefore addressed to you the enquiry in my telegram No. 118 of the 21st of July† whether it was correct that the plans in respect of the latter Concession had been received. In view of previous experiences in connection with the Mavrommatis Concessions you will appreciate the importance of signifying your approval or disapproval of the plans in respect of both Concessions within the specified period of three months from the receipt of the plans.

I have, &c.,
L. S. AMERY.

C. 57091/28 [No. 59].

No. 38.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.3 p.m., 24th July, 1928.)

TELEGRAM.

No. 105, 24TH JULY. Your telegram of 21st July, No. 118,† Mavrommatis Water Concession. On 2nd May Bergstrom on behalf of Power Securities Corporation deposited with me three copies of a drawing of the general lay-out of the scheme and pipe-line from Ras el Ain to Jerusalem and three copies of plan of land to be acquired for pumping station and reservoir. These were supplementary to plans and specifications submitted on behalf of Mavrommatis on 5th September, 1926. All plans are now under examination and I will be able to signify approval or disapproval within a few days. As regards Electricity Concession see my despatch of 16th July, Confidential.‡ —PLUMER.

C. 57091/28 [No. 60].

No. 39.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE

(Received 30th July, 1928.)

[*Answered by No.* 42.]

(Confidential.)

SIR, Government Offices, Jerusalem, 16th July, 1928.

I HAVE the honour to refer to your despatch Confidential "A" of the 6th of June§ on the subject of the Mavrommatis Concessions in Palestine and to forward a copy of a letter dated the 31st of May,‖ addressed by the Power Securities Corporation,

* No. 35. † No. 36. ‡ No. 39. § C. 57091/28 [No. 45]: not printed.
‖ Printed as Enclosure 1 in No. 34.

Limited, to the Crown Agents for the Colonies concerning the plans of the proposed works under the Jerusalem Electricity Concession.

I shall be glad if a reply might be sent to that letter in the terms of the following paragraphs of this despatch.

2. I am prepared to accept the plans as preliminary plans under Clause 4 (c) of the Supplementary Agreement dated the 4th of April, 1928, subject, when the works are fully detailed and in progress, to the alterations and additions mentioned in the letter of the Corporation and subject also to any Regulations which may be brought into force by Government under the Electricity Ordinance, 1928.

3. The lay-out of the Jerusalem scheme in the plans provides for cables in the Old City and overhead lines along such roads as the Bethlehem Road, King George's Avenue and the Street of Prophets. No difficulty would arise in the Bethlehem Road and King George's Avenue but it is very doubtful whether overhead lines could be permitted in the Street of Prophets with safety and without interference with the telephone lines. This contingency may affect considerably the capital costs of the scheme and therefore the prospects of its success.

4. I am advised that the power plant proposed by the Corporation and its situation are quite satisfactory.

I have, &c.,
E. MILLS,
for High Commissioner for Palestine.

C. 57091/28 [No. 61].

No. 40.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE

(Received 12.53 p.m., 30th July, 1928.)

TELEGRAM.

[*Answered by No.* 42.]

No. 109, 30TH JULY. My telegram of 24th July, No. 105,* Mavrommatis Water Concession. I am prepared to approve plans but see letter dated 28th June† addressed to you by Power Securities Corporation. Unless drainage can be undertaken, of which I can see no immediate prospect, it would appear necessary to provide for a smaller scheme.—PLUMER.

C. 57091/28 [No. 62].

No. 41.

COLONIAL OFFICE to POWER SECURITIES CORPORATION, LIMITED.

GENTLEMEN, Downing Street, 1st August, 1928.

I AM directed by Mr. Secretary Amery to refer to the drawing and plan deposited on your behalf with the High Commissioner for Palestine on the 2nd of May, for the construction of works to be built under the Water Concession for Jerusalem dated the 25th of February, 1926, as varied by the Deed dated the 4th of April, 1928.

2. It is understood that the documents deposited on the 2nd of May, comprised (i) copies of a drawing of the general lay-out of the scheme and pipe-line from Ras El Ain to Jerusalem and (ii) copies of a plan showing land to be acquired for a pumping station and reservoir. It is further understood that these documents were supplementary to plans and specifications submitted on behalf of Mr. Mavrommatis on the 5th of September, 1926.

3. I am to inform you that the High Commissioner approves the above-mentioned plans and specifications.

I am, &c.,
A. J. HARDING.

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* No. 38. † No. 35.

C. 57091/28 [No. 64].

No. 42.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER

(Sent 6 p.m., 1st August, 1928.)

TELEGRAM.

[*Answered by No.* 46.]

No. 120. YOUR telegram No. 109,* Mavrommatis Concessions. As plans for Water Concession were deposited with you on 2nd May, specified time for approving, disapproving of or raising objection to them expires 2nd August. In any case it would not be possible to disapprove or object to plans on ground that they do not provide for drainage which is not an obligation on the Concessionaires. The Company and Mavrommatis (through his Solicitors) have therefore been informed on 1st August that water plans are approved. Letter will be addressed to the Company on lines of paragraph 2 of your despatch of 16th July, Confidential,† as regards Electricity Concession but it is not clear from paragraph 3 whether or not you approve provision in plans for overhead lines in Street of the Prophets. Company must be informed definitely whether this provision is approved or objected to by you and I shall be glad to receive an early reply on the point.—AMERY.

C. 57091/28 [No. 69].

No. 43.

POWER SECURITIES CORPORATION, LIMITED, to COLONIAL OFFICE.

[*Answered by No.* 45.]

SIR, 66, Queen Street, London, E.C.4, 2nd August, 1928.

Jerusalem Electricity and Water Concessions.

WE have the honour to confirm our meeting on the subject of the above Concessions at the Colonial Office on 20th ultimo.

Our position in relation to these Concessions as set forth in our letter addressed to the Secretary of State for the Colonies dated 28th June last,‡ was further explained and can be briefly re-stated as follows:—

(1) *The Electricity Concession* has been definitely assigned to us and a Company under the name of the "Jerusalem Electric and Public Service Corporation, Limited" has been registered in Palestine in accordance with the terms and provisions of the Concession for the purpose of carrying out the necessary works and effecting a supply of electricity in Jerusalem at an early date.

(2) *The Water Concession* is also assigned to us, *subject* to the following proviso, viz.:—That we can by giving notice to Mr. Mavrommatis at any time prior to 31st October, 1928, be relieved from all obligations and liabilities in connection therewith. If such notice is given the Concession would revert to Mr. Mavrommatis and as the last date for forming the Company under the Water Concession is 31st December next, he would have until that date to make new arrangements in respect of this Concession.

As stated in our letter mentioned above and further explained to you at our meeting, we have after careful consideration arrived at the conclusion that under the present circumstances we could not proceed with the Water Concession. The main reason for this decision is the fact that without adequate provision for drainage the water works undertaking would be operated under conditions incompatible with the object of the Concession.

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* No. 40. † No. 39. ‡ No. 35.

As an instance we referred you to the position of the important district along Jaffa Road where at present building permits are withheld and water supply is limited for lack of drainage. It can be readily appreciated that a Water Company operating under such hampering and limiting conditions could not economically justify its position.

Our considered view therefore is that the provision of drainage is at present of even more pressing public need than water and that the two services ought to be carried out simultaneously as in our opinion both water supply and sanitation are interdependent and essential to the future development of Jerusalem.

We gather that the necessity of drainage is recognised by the Government and that expert advice has already been obtained, but that it is not intended for financial reasons to proceed with the work.

We also understand that the Muncipal Council of Jerusalem is anxious to see the drainage work taken in hand, and is exploring the possibility of levying an additional Drainage Rate in connection with the present readjustment of the rating system for the purpose of their immediate financial requirements.

On those grounds we raised the question at our meeting whether in principle the Government would consider a proposal whereby they would be relieved of the immediate capital commitments necessary for the construction of the drainage works, provided they had only to meet annual charges to cover interest and sinking fund on a mutually agreed basis.

We understood at our meeting that you recognised that such a proposal may form a solution to the present situation, but that any such suggestion would have to be carefully reviewed in connection with the present financial obligations of the Government of Palestine, and you therefore requested us to make formal proposals in writing.

You will no doubt realise that at this juncture we must confine ourselves to a general statement giving on broad lines the proposals we have in mind, and if in principle such proposals would be considered, a definite scheme could no doubt be easily worked out and agreement reached on the actual details of the scheme.

The proposals we have in mind are briefly as follows:—

(1) We would undertake on terms and estimates to be mutually agreed the construction of the drainage work at Jerusalem, either in whole or in sections, in accordance with plans and specifications prepared by the Technical Advisers to the Government of Palestine.

(2) We would undertake to provide the necessary finance required for such construction.

(3) The Government of Palestine to make their own arrangements with the Municipality of Jerusalem as regards the latter's obligation towards the scheme, and would enter into engagements direct with us to deal with the scheme under either of the following alternatives:—

Alt. (*a*) On completion of the construction the works to be handed over to the Government of Palestine, who would agree to pay to us interest and amortization of the capital sum annually in accordance with terms and conditions to be mutually agreed.

Alt. (*b*) On completion, the works to remain in our ownership, we agreeing to provide service and maintenance of the drainage against an agreed annual payment by the Government of Palestine with an option for the Government to purchase the undertaking at stated intervals also on terms to be mutually agreed.

(4) All payments by the Government of Palestine to be guaranteed by the Imperial Government.

As regards the capital cost of the main drainage work, we understand that your expert estimated the total cost at £365,000, and that the important section along the Jaffa Road could be carried out at £125,000.

In conclusion, we may say that in making these suggestions in respect of the drainage we have only been prompted by the desire to suggest a practicable and commercial solution of the question of the water supply to Jerusalem.

We are, &c.,

POWER SECURITIES CORPORATION, LIMITED.

Secretary.

C. 57091/28 [No. 72].

No. 44.

OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 13th August, 1928.)

(No. 766.)

Government Offices, Jerusalem, 31st July, 1928.

SIR,

I HAVE the honour to confirm Lord Plumer's telegram No. 109 of the 30th July, 1928,* in which he expressed his readiness to approve the plans of the Water Concession at Jerusalem submitted on behalf of the Concessionaire on the 5th September, 1926, and on the 2nd May, 1928.

2. Lord Plumer was advised that it is impossible for the Concessionaire to prepare final detailed plans until a decision has been reached as to the execution of any part of the drainage scheme for Jerusalem recommended by Mr. J. A. Watson.

At present there are no funds at the disposal of Government or of the Municipality for carrying out any part of this scheme.

It would consequently be unreasonable to require the Concessionaire to instal pumping plants and water mains to deliver twice the quantity of the water which can possibly be used by the city at the present time, particularly since the necessary provision for running off that quantity is not yet in existence.

3. In the circumstances, therefore, it would appear necessary to provide for a smaller water supply scheme. I forward a memorandum summarising the conclusions which were tentatively agreed upon in this respect between the Director of the Department of Public Works and Messrs. Raffety and Bergstrom: the conclusions do not differ substantially from those stated in the letter dated the 28th of June† addressed to you by the Power Securities Corporation.

I have, &c.,

H. C. LUKE,

Officer Administering the Government.

Enclosure in No. 44.

JERUSALEM WATER CONCESSION.

MEMORANDUM summarising the points tentatively agreed upon in discussions between the Director of Public Works, Palestine, Mr. S. R. Raffety, of Messrs. H. Rofe and Son, Consulting Engineers, and Mr. Eric Bergstrom, representing the Power Securities Corporation, Limited.

1. The scheme adopted should be financially sound from the commencement and capable of extension as the future requirements of the city may render necessary.
2. In view of the comparatively small amount of water consumed in Jerusalem and the absence of any definite plans for the immediate construction of sewerage works it was agreed that a supply in the first place of one million gallons a day would suffice and this amount would provide sufficient water for the most important section of Mr. Watson's sewerage schemes for the city. It was therefore considered that the figure of 6,000 cubic metres of water per day as stipulated in Clause 6 of the original Water Concession should be reduced to a minimum of 4,500 cubic metres per day.
3. The capacity of the water main or mains from the water source to Jerusalem might be reduced from 11,000 cubic metres to 4,500 cubic metres per day.
4. The capacity of the reservoirs at each pumping station might be reduced to a capacity of approximately 500,000 gallons but the reservoir at Jerusalem should be of such a size as to hold a sufficient quantity of water to last over such a period as might be necessary to effect minor repairs at any of the pumping stations.

3rd May, 1928.

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* No. 40. † No. 35.

C. 57091/28 [No. 71].

No. 45.

COLONIAL OFFICE to POWER SECURITIES CORPORATION, LIMITED.

[*Answered by No.* 49.]

GENTLEMEN, Downing Street, 14th August, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter of the 2nd of August,* in which you set out in general terms the conditions on which you would be prepared, when carrying out work for the Jerusalem Water Concession, to construct, and, if necessary, to operate drainage works for that city.

2. There is no prospect of passing the Act of Parliament which would be required if His Majesty's Government were to guarantee any payments for which under your proposals the Palestine Government would be liable. It is therefore not possible to accept No. (4) of the conditions proposed in your letter.

3. If you desire that the remainder of your proposals should be placed before the Officer Administering the Government of Palestine for his consideration, Mr. Amery is prepared to approach that officer in the matter; but I am to point out that it is doubtful whether the proposals in question can usefully be considered unless you are prepared to state what rate of interest you would propose to charge the Palestine Government on the cost of the construction of the drainage works and what is the period within which you would wish to recover the cost of the works from that Government. Similarly, with regard to alternative (*b*) on page 3 of your letter, the Palestine Government would no doubt wish to have some indication of the basis on which you would propose to calculate the suggested annual payment for the service and maintenance of the drainage works if they were to remain in your ownership.

I have, &c.,
A. J. HARDING.

C. 57091/28 [No. 73].

No. 46.

THE OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 12.5 p.m., 14th August, 1928.)

TELEGRAM.

[*Answered by No.* 47.]

No. 118 of 14TH AUGUST. Your telegram of 1st August No. 120,† Electricity Concession. I am able to give only conditional approval pending receipt of further particulars from the Corporation.

Overhead transmission line with pressure of 6,600 volts can be permitted in wide avenues and it is proposed to enforce on undertakers conditions similar to those enforced in England by the Electricity Commissioners. I cannot in any case (group omitted) overhead transmission in the Street of the Prophets.

C. 57091/28 [No. 74].

No. 47.

THE SECRETARY OF STATE to
THE OFFICER ADMINISTERING THE GOVERNMENT.

(Sent 4.35 p.m., 16th August, 1928.)

TELEGRAM.

[*Answered by No.* 48.]

No. 126. YOUR telegram No. 118.‡ Jerusalem Electricity Concession. Clause 4 of the Supplemental Agreement of the 4th of April requires you to notify approval or disapproval of or objections to plans, &c., by 31st August. If you do not approve without qualification the Corporation have right forthwith to submit plans

* No. 43. † No. 42. ‡ No. 46.

to independent expert. I gather that you are prepared to approve the plans subject to certain conditions, but it does not seem to be appreciated that these conditions must be specified in explicit terms so as to enable the Corporation, if they so desire, to avail themselves of right of reference to an expert. If you concur it is proposed to inform the Corporation that you approve the plans, &c., subject to:—

(1) The alterations and additions mentioned in their letter of 31st of May* which are to be carried out when works are in progress;
(2) Their compliance with any regulations made under the Electricity Ordinance 1928; and
(3) the restriction of overhead transmission lines to streets of not less than a certain specified width (the exact figures should be given in your reply, and you should name the streets, if any, which are to be excepted from this condition).

It is not possible to attach such a vague condition as that certain conditions will be enforced on the undertakers unless those conditions are precisely defined. Please telegraph very early reply.—AMERY.

C. 57091/28 [No. 75].

No. 48.

THE OFFICER ADMINISTERING THE GOVERNMENT to
THE SECRETARY OF STATE.

(Received 2.30 p.m., 18th August, 1928.)

TELEGRAM.

No. 120 OF 18TH AUGUST. Your telegram of 16th August No. 126,† Jerusalem Electricity Concession. I concur in your informing the Corporation that I approve the plans, *et cetera*, subject, firstly, to alterations and additions mentioned in their letter of 31st May,* secondly, their compliance with any regulations which may be made under Electricity Ordinance of 1928. Draft Regulations are available with the Crown Agents for reference. Approval is subject, thirdly, to restriction of overhead high-tension transmission line within area as follows on deposited plan showing lay-out of feeders. *Begins*:—From Syrian Orphanage to St. George Cathedral to Stork Tower along the eastern and southern wall of the old city along the bottom of Birket Sultan Birket Mamilla south of Rands House to the junction of Jaffa and Ain Karem Roads, thence back to Syrian Orphanage.—*Ends*. Fourthly, Domestic supply must not exceed 220 volts.

C. 57091/28 [No. 77].

No. 49.

POWER SECURITIES CORPORATION, LIMITED, to COLONIAL OFFICE.

[*Answered by No.* 54.]

SIR, 66, Queen Street, London, E.C.4, 20th August, 1928.

Jerusalem Water Concession

WE are in receipt of your letter of 14th instant,‡ from which we note that it will not be possible to accept the condition No. 4 relative to the guarantee by the Imperial Government as proposed in our letter of 2nd instant.§ We quite understand the difficulty in this connection.

With regard to the request in paragraph 3 of your letter that we should now state the rate of interest and period of amortization on which our proposals could be considered by the Palestine Government, perhaps the best solution would be for us to construct the drainage at our own cost with only a contingent and limited liability to the Government of Palestine.

With this in view we propose as a possible additional alternative to paragraph 3 in our letter of 2nd instant, the following:—

* Printed as Enclosure in No. 34. † No. 47. ‡ No. 45. § No. 43.

"The Company would finance the drainage undertaking entirely on its own responsibility with an undertaking from the Government of Palestine to make up for an agreed period of years any deficiency in the event of the balance remaining after meeting all expenses falling below a moderate percentage on the capital employed. With a view to assisting matters and relieving the Government of Palestine from possible liability, we would propose to credit any surplus over an agreed percentage from the earnings of the water supply to the Drainage Account, and only in the event of the earnings from the drainage work and the surplus earnings from the water works failing to pay a sum to provide for reasonable interest on the capital employed in the drainage undertaking will there be any liability on the Government of Palestine."

This proposal is of course subject to the Government of Palestine taking the necessary steps to enable the Municipality to levy and collect the appropriate Drainage Rate for account of the Company.

Under this proposal there is a strong probability that no call would be made on the Government as, provided the authority is given for levying the proper Drainage Rate, sufficient revenue should be available for meeting the charges on the drainage work.

As stated in our previous letters, we are anxious to co-operate to the fullest extent to provide an adequate water supply and drainage to Jerusalem, and we feel that if the Government of Palestine in principle agrees to the proposals as suggested, mutually satisfactory terms could no doubt be arranged.

We have therefore endeavoured to submit a proposal which would impose the smallest responsibility on the Government of Palestine, and with a strong probability that they will incur no financial liability.

We are, &c.,
THE POWER SECURITIES CORPORATION, LIMITED.
Secretary.

C. 57091/28 [No. 79].

No. 50.

COLONIAL OFFICE to POWER SECURITIES CORPORATION, LIMITED

GENTLEMEN, Downing Street, 23rd August, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter of the 31st of May,* addressed to the Crown Agents for the Colonies, and forwarding to them, for transmission to the High Commissioner for Palestine, plans, drawings, and specifications for the construction of works to be built under the Electricity Concession for Jerusalem dated the 25th of February, 1926, as varied by the Deed dated the 4th of April, 1928.

2. I am to inform you that the Officer Administering the Government of Palestine approves the plans, drawings and specifications in question subject to the following alterations and conditions:—

(*a*) The alterations and additions mentioned in your letter of the 31st of May;

(*b*) That any Regulations which may be made under the Electricity Ordinance of 1928 shall be complied with;

(*c*) That overhead high-tension transmission lines shall not be used within the following area on the plan, deposited with the High Commissioner, showing the lay-out of feeders:—From the Syrian Orphanage to St. George's Cathedral and thence to the Stork Tower and along the eastern and southern walls of the old City, along the bottom of Birket Sultan, Birket Mamilla and south of Rands House to the junction of the Jaffa and Ain Karem Roads and thence back to the Syrian Orphanage; and

(*d*) That the voltage of the domestic supply shall not exceed 220 volts.

3. I am to add that copies of the draft Regulations to be made under the Electricity Ordinance of 1928 are available for reference at the Office of the Crown Agents for the Colonies.

I am, &c.,
A. J. HARDING.

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* Printed as enclosure in No. 34.

C. 57091/28 [No. 82].

No. 51.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER.

[*Answered by No.* 53.]

(Confidential.)

SIR, Downing Street, 23rd August, 1928.

WITH reference to the second paragraph of my despatch Confidential "A" of the 24th July,* I have the honour to transmit to you copies of further correspondence† which has passed between the Colonial Office and the Power Securities Corporation, Limited, in regard to the provision of a drainage scheme for Jerusalem.

2. The representatives of the Corporation who attended the Conference held at the Colonial Office on the 20th of July, made it evident that the Corporation were not prepared to proceed with the Water Concession unless some arrangement were made for the construction of a drainage system in Jerusalem. They proposed, as shown in their letter of the 28th of June,‡ to modify the scheme for which the Concession provides by reducing its initial capacity, but even so they regarded the provision of some drainage as essential. Mr. Keith Roach expressed his agreement with this view, and explained that it was out of the question for the Municipality of Jerusalem to bear the cost of a drainage scheme, as, even if the Corporation were prepared to finance that scheme, the annual charges would be likely to be in the neighbourhood of £30,000.

3. I would observe that, if the Corporation do not exercise their option on the Concession on or before the 31st of October next, and the rights in the Concession consequently revert to Mr. Mavrommatis, and, if, as is very probable, Mr. Mavrommatis fails to persuade any one to take up the Concession during the period from the 1st of November to the 31st of December, and notice of the termination of the Concession were then given, the Jerusalem Municipality and the Palestine Government would recover their freedom of action; and, if the Municipality desired to entrust the improvement of the present water supply, or the provision of drainage, or both, to a concessionaire, this could then be done by granting a new concession to a concessionaire who would not be burdened with the payments to Mr. Mavrommatis which the Power Securities Corporation, Limited, would have to make under their contract with that gentleman. It might, therefore, be to the advantage of Palestine that the Corporation should not proceed with this Concession

4. On the other hand, if the improvement of the water supply and the provision of modern drainage for Jerusalem are regarded as so urgent that they must if possible be carried out without the delay which the negotiation of a new concession would inevitably cause, it might be considered best to entertain favourably the Corporation's proposals.

5. I shall be glad to be informed, as early as possible, what reply you would wish to be returned to the Corporation's proposals.

I have, &c.,
L. S. AMERY.

C. 57091/28 [No. 90].

No. 52.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 7th September, 1928.

WITH reference to your letter of the 1st September,§ I have the honour to enclose a copy of a letter which our solicitors have received from Messrs. Slaughter and May, with reference to the incorporation in Palestine of the Company for the purpose of acquiring the Mavrommatis Electricity Concession.

I have, &c.,
J. G. BRADSTREET,
for Crown Agents.

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* No. 37. † Nos. 43, 45, 49, and C. 57091/28 [No. 81]: not printed. ‡ No. 35.
§ C. 57091/28 [No. 84]: not printed.

Enclosure in No. 52.

DEAR SIRS, 18, Austin Friars, London, W.C.2, 30th August, 1928.

Jerusalem Concessions.

WE have to inform you that a Company has been incorporated in Palestine for the purpose of acquiring the Electricity Concession under the name of Jerusalem Electric and Public Service Corporation, Limited, the Memorandum and Articles of Association of which have been approved by the High Commissioner. £40,000 of capital has been paid up and the provisions of the Concession Agreement as modified by the Supplemental Deed relative to the constitution of the Company, have therefore been performed. Application is at present being made to the High Commissioner by our correspondent in Palestine for his consent to the transfer of the Electricity Concession to the Company.

Yours faithfully,

Messrs. Burchells. SLAUGHTER & MAY.

C. 57091/28 [No. 97].

No. 53.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 4.28 p.m., 20th September, 1928).

TELEGRAM.

No. 143 of 20TH SEPTEMBER. With reference to Jerusalem Water and Drainage schemes, answer to Corporation should be in sense of paragraph three of your Confidential despatch of 23rd August.*

C. 57091/28 [No. 100].

No. 54.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

GENTLEMEN, Downing Street, 27th September, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter P.S.C. of the 20th August,† in regard to your proposals for the construction of drainage works for the City of Jerusalem.

As you were informed in the letter from this Department of the 23rd of August,† these proposals were placed before the Officer Administering the Government of Palestine. The Officer Administering the Government has now replied that he regrets that the Government of Palestine cannot accept the proposals put forward in your letter of the 20th of August and that it does not see its way to take up the question of drainage at present.

I am, &c ,
A. J. HARDING.

C. 57091/28 [No. 104].

No. 55.

POWER SECURITIES CORPORATION LIMITED to SIR J. SHUCKBURGH (COLONIAL OFFICE).

SIR, 66, Queen Street, London, E.C.4, 1st November, 1928.

Jerusalem Water Concession.

ADVERTING to our meeting on Monday last with regard to the above, we now beg to inform you that we have been unable to arrive at a settlement with Mr Euripides Mavrommatis.

* No. 51. † C. 57091/28 [No. 81] : not printed.

The Concession has, therefore, reverted to Mr. Mavrommatis as from this date. In the event of the present Concessionaire being unable to proceed, we trust that the Government will give consideration to any proposals which we may hereafter make in regard to the possibility of carrying out conjointly the water and drainage proposals. We are, as you are aware, actually proceeding with the development of the Electricity Concession.

We are, &c.,
Power Securities Corporation Limited,
WILLIAM SHEARER,
Managing Director.

C. 57091/28 [No. 114].

No. 56.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

[*Answered by No.* 57.]

SIR, 66, Queen Street, London, E.C.4, 21st November, 1928.

Jerusalem.

Mavrommatis Water Concession.

WITH reference to the Assignment dated 26th April, 1928, and Supplemental Agreement dated 13th June, 1928, you will recollect that under these Agreements we had an option on this Concession which expired on 31st October last. Owing to various circumstances, we were unable to exercise the said option, but we now have to inform you that we have arrived at an agreement whereby the Concession is to be absolutely vested in this Corporation on the following terms, viz. :—

(1) That we should pay £3,000 cash down to Mr. Mavrommatis on the assignment of the Water Concession to us.
(2) That a further sum of £2,000 cash should be paid to Mr. Mavrommatis if and when we receive an extension from the Government Authorities.
(3) That 15,000 Ordinary Shares should be transferred to Mr. Mavrommatis when the Company, or any new Company to be formed for the purpose, arranges the actual finance necessary for the construction of the water system so as to enable such Company to start construction of the water undertaking.

In view of this arrangement we respectfully submit that an extension should be granted to us for the purpose of giving us sufficient time to go fully into the whole question of the water supply in Jerusalem. As you no doubt realise, the question of drainage is closely connected with that of water supply, and we would like an extension of sufficient duration to be granted in order that the whole question may be fully investigated and a combined proposal made for the water and drainage schemes. We feel confident that, given adequate time, a solution satisfactory to all parties can be evolved. We, therefore, respectfully suggest that an extension should be granted for as long a period as possible, and we would be glad if you would kindly let us know in due course if and for what period an extension can be granted. We may mention that it is the intention that the Water Concession should ultimately be assigned to the Jerusalem Electric & Public Service Corporation, the Company already formed and now dealing with the Electricity Concession.

We are, &c.,
Power Securities Corporation Limited,
W. J. SEELEY,
Secretary.

C. 57091/28 [No. 115].

No. 57.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

[*Answered by No.* 62.]

GENTLEMEN, Downing Street, 27th November, 1928.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 21st of November* reporting the terms on which the Mavrommatis Water Concession is to be absolutely vested in the Power Securities Corporation.

* No. 56.

2. It is presumed that the arrangement which you have made with Mr. Mavrommatis will be embodied in a fresh Deed of Assignment. On the receipt of a copy of that Deed Mr. Amery will be prepared to invite the Palestine Government to consider your request for an extension of the time limits laid down in the Water Agreement of the 25th February, 1926, and the Supplemental Agreement thereto. It is presumed that you will be prepared forthwith, or within a very short period, to carry out the conditions laid down in Articles 4 (A) and 4 (B) of the earlier Agreement (as amended by the Supplemental Agreement) provided that the Palestine Government, for their part, are prepared to grant you some further period of time within which to submit revised plans for the works and also an extension of the period, laid down in Article 9 of the 1926 Agreement, for the commencement of the works.

3. I am to request that when submitting copies of the new Deed of Assignment you will state the minimum periods for which you wish to be granted extensions:—

(1) for the submission of revised plans (supposing that it is your intention to revise the plans already submitted) and

(2) for the commencement of the works.

I am, &c.,
O. G. R. WILLIAMS.

C. 57091/28 [No. 118].

No. 58.

MESSRS. WESTBURY PRESTON AND STAVRIDI to COLONIAL OFFICE.

12, Devonshire Square, Bishopsgate,
SIR, London, E.C.2, 27th November, 1928.

WITH further reference to your letter to us of the 16th inst.* we have the honour to inform you that by an Assignment dated the 23rd inst. our client, Mr. Euripides Mavrommatis, has assigned unto the Power Securities Corporation Limited all his interest under the Agreement of the 25th February, 1926, and the Supplemental Agreement of the same date relating to the Water Concession in Jerusalem so that his interest in the Water Concession is now entirely vested in the said Power Securities Corporation Limited.

We are, &c.,
WESTBURY PRESTON AND STAVRIDI.

C. 57091/28 [No. 116].

No. 59.

THE SECRETARY OF STATE to
THE OFFICER ADMINISTERING THE GOVERNMENT.

[*Answered by No.* 66.]

(Confidential. B.)

SIR, Downing Street, 28th November, 1928.

WITH reference to my despatch No. 976 of the 21st November,† I have the honour to transmit to you the accompanying copy of correspondence‡ with the Power Securities Corporation regarding their acquisition of the Mavrommatis Water Concession.

2. If, as I anticipate will be the case, the Corporation are prepared at an early date to carry out the conditions laid down in Articles 4 (A) and 4 (B) of the Water Agreement of the 25th February, 1926, as modified by the Supplemental Agreement, it would, I consider, be reasonable to allow them extensions of the periods for the submission of revised plans (supposing that it is their intention to revise the plans

* C. 57091/28 [No. 109]: not printed. † C. 57091/28 [No. 111]: not printed. ‡ Nos. 56 and 57.

already submitted) and for the commencement of the works. It is understood that the Corporation wish to be given an extension of about two years, but, as you will observe from the correspondence enclosed, they have been asked for more definite information on this point. The advantage of having the works entrusted to a reputable Company which already has substantial interests in Palestine would appear to warrant an extension by two years of the periods referred to above.

3. If and when my advisers are satisfied that the Corporation have absolutely acquired Mr. Mavrommatis's rights under the Water Concession through a Deed of Assignment I will so inform you by telegram and will also inform you of the periods of extension desired by the Corporation. It would be convenient if, so soon as is possible after the receipt of this information, you would advise me whether or not you are prepared to agree to the Corporation's request. Any extensions which you may be willing to allow would be made the subject of a further Supplemental Agreement which, if you agree, would also provide that the Concession as thus amended shall not be disposed of or assigned by the Corporation (except to an approved Company, as provided for in the 1926 Agreement as modified by the Supplemental Agreement) unless the consent of the High Commissioner had been obtained.

I have, &c.,
L. S. AMERY.

C. 57091/28 [No. 120].

No. 60

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 1st December, 1928.

IN continuation of our letter of the 7th September,* respecting the proposed acquisition of the Mavrommatis Electricity Concession by the Jerusalem Electric and Public Service Corporation Limited, I have the honour to enclose a copy of a letter received from Messrs. Balfour, Beatty and Co. Limited.

2. We have informed the Company that their letter has been transmitted to the Colonial Office.

I have, &c.,
J. G. BRADSTREET,
for Crown Agents.

Enclosure in No. 60.

MESSRS. BALFOUR, BEATTY AND CO. LIMITED TO CROWN AGENTS.

GENTLEMEN, 66, Queen Street, London, E.C.4, 29th November, 1928.

Jerusalem Electric and Public Service Corporation Limited—Electricity Concession in Jerusalem.

THIS Company has now taken definite steps to commence active operations in Jerusalem under the terms of the Concession, a contract having been entered into with us by the Jerusalem Electric and Public Service Corporation for the carrying out of the works, and orders are on the point of being placed for the whole of the plant required to equip the Power Station, together with the cables, overhead poles, wires, &c., necessary to provide the distribution network in Jerusalem itself.

We gather from the Official Gazette No. 160 of 1st April, 1926, that no Customs Duties will be chargeable on the engines, generators, and switchgear comprising the Power Station plant, and would be glad to know if this exemption would also apply to the steelwork forming the framework of the building structure itself, together with the overhead crane for the Station and oil and water tanks, water coolers, and such other items as form component parts of the Power Station and plant.

We understand from the above-mentioned official statement that the materials for the distribution system would be subject to Customs Duties and respectfully request that consideration should be given to their exemption also.

We are very desirous of placing orders for all materials in Great Britain, but looking to the added burden of Customs Duties if they are imposed it will be necessary to consider under the circumstances whether or not the material should be purchased abroad at lower figures which would compensate for the extra imposed by the duties.

* No. 52.

We also understand that remission of duties was made in respect of the Concession for the remaining portion of Palestine other than the Jerusalem area.

As the matter is now somewhat urgent in view of the Company's desire to proceed with the fulfilment of their obligations under the Concession, we would respectfully request early consideration of this matter.

We are, &c.,
Balfour, Beatty & Co Limited,
W. J. SEELEY,
Secretary.

C. 57091/28 [No. 121].

No. 61.

COLONIAL OFFICE to MESSRS. BALFOUR, BEATTY AND COMPANY LIMITED.

GENTLEMEN, Downing Street, 6th December, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter of the 29th of November,* to the Crown Agents for the Colonies raising the question of the exemption from customs duties of goods and materials imported into Palestine for use on the works to be carried out under the Jerusalem Electricity Concession.

2. It has been found necessary to consult the Officer Administering the Government of Palestine. A further letter will be addressed to you as soon as possible after a reply is received from the Officer Administering the Government who has been asked to telegraph his reply if such a course is possible.

I am, &c.,
O. G. R. WILLIAMS.

C. 57091/28 [No. 124].

No. 62.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

[*Answered by No.* 68.]

SIR, 66, Queen Street, London, E.C.4, 7th December, 1928.

Jerusalem Water Concession.

WITH further reference to your letter of the 27th November,† we now enclose herewith copy of Deed of Assignment dated 23rd November last,‡ giving effect to the arrangement made between Mr. Mavrommatis and ourselves as indicated in our letter to you dated the 21st ultimo.§

With regard to paragraph 2 of your letter, we would respectfully submit for the approval of the Palestine Government that as it is the intention to transfer the Water Concession to the Jerusalem Electric and Public Service Corporation Limited, that Company and its present capitalisation should be accepted, in fulfilment of the conditions laid down in Article 4 (A) and 4 (B) of the original Concession Agreement dated the 25th February, 1926 (as amended by the Supplemental Agreement dated the 4th April, 1928). In this connection we would ask you to grant us a reasonable extension of time as from the 31st December, 1928, to enable us to take up the matter with the Directors of the Jerusalem Electric and Public Service Corporation Ltd. with the view of arranging a definite transfer of the Concession

Under the Agreement dated 26th February, 1926, provision was made for the formation of one Company for the operation of both the Water and the Electricity Concessions, and when constituting the Jerusalem Electric and Public Service Corporation Limited consideration was given to the probability that the scope of that Company might be ultimately extended so as to include the two Concessions.

As you are aware the present authorised capital of the Jerusalem Electric and Public Service Corporation Limited is £P.500,000, of which £P.300,000 has already been subscribed for cash, and on the 12th instant approximately 210,000 shares

* Enclosure in No. 60. † No. 57. ‡ Not printed here. § No. 56.

of £P.1 each will be fully paid, the balance being payable in instalments during the construction period. It will thus be seen that the actual capital now paid up or payable forthwith more than complies with the financial conditions as imposed under the respective Concessions.

With regard to the minimum periods for which we wish to be granted extensions, we submit for your consideration that:—

(1) For the submission of revised plans (if required), an extension of fifteen months as from the 31st December, 1928, should be granted, and

(2) For the commencement of the works, a further period of fifteen months from the date of approval of the plans above mentioned.

We trust that you will consider these foregoing proposals favourably.

We are, &c.,
Power Securities Corporation Limited,
W. J. SEELEY,
Secretary.

C. 57091/28 [No. 122].

No. 63.

THE SECRETARY OF STATE to
THE OFFICER ADMINISTERING THE GOVERNMENT.

(Confidential.)

SIR, Downing Street, 10th December, 1928.

WITH reference to my despatch Confidential A of the 6th of June* and previous correspondence regarding the acquisition by Power Securities Corporation Limited of the Mavrommatis Electricity Concession, I have the honour to transmit to you the accompanying copy of a letter† from the Crown Agents for the Colonies forwarding a copy of a letter addressed to them by Messrs. Balfour, Beatty and Company Limited, who state that they have entered into a contract for the construction of the works under that Concession.

2. In the second paragraph of this letter the Company in effect ask to be informed whether certain classes of material which they propose to import into Palestine would or would not be liable to import duty under the existing law. You will no doubt inform me as soon as possible what reply should be returned on this point.

3. In the remainder of their letter the Company ask that they may be granted exemption, outside the terms of the law, from the import duties on other classes of material. The matter is one which I must leave to your decision. I would only point out that if this request were to be granted it would be difficult, if not impossible, having regard to the terms of Article 18 of the Mandate, to refuse a similar concession to any other firm similarly placed. At the same time the special circumstances of the present case (namely, the desirability of providing for the supply of electricity to an area not included in the Rutenberg Concessions) are unlikely to recur; it might therefore be held that the grant of exemption in this case would not necessarily create an awkward precedent.

4. As regards the penultimate paragraph of the letter I would point out that the Concession granted to the Palestine Electric Corporation Limited on the 5th of March, 1926, did not provide for any exemption from customs duties but merely for deferred payment of those duties.

5. You will doubtless realise that, in view of the terms of Article 18 of the Mandate, it would not be possible to make it a condition of any Concession to the Company in the matter of customs duties that materials and goods which they require for the present works should be purchased in this country.

6. It would be convenient if your reply to this despatch were, if possible, to be sent by telegraph.

I have, &c.,
L. S. AMERY.

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* C. 57091/28 [No. 45]: not printed. † No. 60.

C. 57091/28 [No. 125].

No. 64.

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES.

[*Answered by No. 65.*]

GENTLEMEN, Downing Street, 13th December, 1928.

I AM directed by Mr. Secretary Amery to refer to previous correspondence in regard to the Jerusalem Water Concession, and to inform you that this Concession has now been acquired from Mr. Mavrommatis by the Power Securities Corporation Limited. A copy is enclosed of the Deed of Assignment* signed by or on behalf of the parties concerned, together with a copy of a letter† from the Power Securities Corporation forwarding the document.

2. Before considering the question of extending the periods referred to in the latter part of the Corporation's letter Mr. Amery wishes to be satisfied that the Corporation have absolutely acquired Mr. Mavrommatis's rights under the Water Concession. He would accordingly be glad if you would consult Messrs. Burchells in the matter and ascertain from them whether, having regard to all the documents now in existence relating to the Concession, they are satisfied that Mr. Mavrommatis now retains no rights of any description in the matter either in the actual Concession or against the Palestine Government.

3. The favour of an early reply to this letter is requested. I am also to ask that the enclosed copy of the Deed of Assignment may be returned with your reply.

I am, &c.,
O. G. R. WILLIAMS

C. 57091/28 [No. 129].

No. 65.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

[*Answered by No. 77.*]

SIR, 4, Millbank, Westminster, London, S.W.1, 21st December, 1928.

WITH reference to your letter of the 13th December,‡ I have the honour to report that, as requested, we have consulted Messrs. Burchells respecting the Assignment to the Power Securities Corporation Limited of Mr. Mavrommatis's rights under the Jerusalem Water Concession, and to enclose for the information of the Secretary of State a copy of their reply

2. The copy of the Deed of Assignment is returned herewith.

I have, &c.,
W. A. F. WICKHART,
for Crown Agents

Enclosure in No. 65.

MESSRS. BURCHELLS TO THE CROWN AGENTS FOR THE COLONIES.

5, The Sanctuary,
GENTLEMEN, Westminster, S.W.1, 19th December, 1928.

Mavrommatis Water Concession.

IN further reply to your letter of the 14th instant we have perused the copy Assignment dated the 23rd November last and made between Euripides Mavrommatis of the one part and the Power Securities Corporation Limited of the other part, and are of opinion that if this deed has been duly executed by Mr. Mavrommatis and delivered to the Power Securities Corporation Limited it is an absolute assignment of all Mr. Mavrommatis' rights in the Concession for the supply of water to Jerusalem dated the 25th February, 1926.

2. To complete the title of the Power Securities Corporation Limited the consent of the High Commissioner should be obtained to this Assignment and a note of it entered in the official register at Jerusalem.

3. We return the copy Supplemental Assignment herewith.

We are, &c.,
BURCHELLS.

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* Not printed here. † No. 62. ‡ No. 64.

C. 57091/28 [No. 130].

No. 66.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 24th December, 1928.)

[*Answered by No. 70.*]

(Confidential B.)

SIR, Government Offices, Jerusalem, 14th December, 1928.

I HAVE the honour to acknowledge receipt of your despatch Confidential B of the 28th November, 1928,* transmitting a copy of correspondence exchanged between the Power Securities Corporation and your Department regarding the acquisition of the Mavrommatis Water Concession.

2. I gather that the Corporation in seeking extensions of the periods for the submission of revised plans and the commencement of the works have in mind the need to relate the scheme for the supply of water to a scheme for drainage, and I imagine that the Corporation are further moved by consideration of the uneconomic character of the present Concession.

In these regards I have the honour to invite attention to Mr. Luke's despatch Confidential A of the 5th December, 1928,† sending forward a Report of a Committee making recommendations as to a joint scheme for water supply and drainage in Jerusalem such as the Palestine Government might conceivably adopt if the money required could be raised by loan.

In principle I should be disposed to accept proposals made by the Power Securities Corporation following the lines of these recommendations provided that say at the end of ten years the Company formed to operate the Concession were under the obligation to extend the dimensions of the scheme then existing to the dimensions of the scheme for which the Concession originally provided if the conditions at that time required that arrangement.

3. There is another stipulation which I should wish to make in granting extensions of periods for submitting revised plans and commencement of works, and that is concerned with the maintenance of the present temporary supply from Ain Farah.

Clauses 3 and 4 of the Condition of Contract for the temporary supply from Ain Farah concluded with Sir John Jackson Limited, provide *inter alia*:—

(1) that the liability on the contractor for maintenance shall not continue longer than two and one-half years from the first day of August, 1926 (*i.e.*, shall be extinguished on the first day of February, 1929);

(2) that at the end of this period the whole of the materials and plant and equipment becomes the property of the contractor to be disposed of as he thinks fit, provided that if at the termination of the period of maintenance the works and plant should be considered necessary by the Municipal Council for the water supply of Jerusalem, the Municipal Council may maintain and continue to operate the works for a further period upon such terms as may be agreed between the two parties.

Now there can be no doubt that the temporary supply from Ain Farah must be maintained and continued for some time to come, and I consider that in return for any extensions granted to the Power Securities Corporation, the Palestine Government should be indemnified in respect of payments made to Sir John Jackson Limited on behalf of the Municipal Council of Jerusalem for the further maintenance of the temporary supply from Ain Farah.

There is, in this suggestion, no departure in principle from the obligations imposed on M. Mavrommatis in the Agreement of the 25th of February, 1926.

In Article 18 of that Agreement it is provided that at a certain date the existing water works undertaking including the reservoirs and pumping stations at Arroub and Solomon's Pools service and other reservoirs, trunk mains, distribution systems in and about Jerusalem, Bethlehem and Beit Jala and all other works and plant together with the lands required for the purposes of the existing water works undertaking shall be transferred by the High Commissioner to the Company who shall thereafter be responsible for the working and maintenance of the water supply. Then follow provisions as to the purchase price to be paid.

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* No. 59. † C. 57125/28 [No. 10]: not printed.

In these circumstances it appears to me that it is not inequitable to require the Power Securities Corporation to undertake an obligation of similar character in respect of a water undertaking now existing, although not existing at the time of the Agreement of 1926, in return for an act by this Government that enables the Corporation to consider an undertaking of more reasonable dimensions than that contemplated in the Agreement of 1926.

4. I should be most grateful to receive by telegraphic despatch your views on these proposals so that I may be in a position to initiate at an early date firm negotiations with Sir John Jackson Limited with whose local agent, as you are aware, the Deputy District Commissioner was instructed by the Officer Administering the Government to enter preliminary negotiations.

In the meantime my advisers will proceed with the work of defining in detail the extent of the revisions in the proposed water undertaking that are permissible in present and future circumstances so far as the latter can be foreseen.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine

C. 57091/28 [No. 131].

No. 67.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 3.15 p.m., 27th December, 1928.)

TELEGRAM.

[*Answered by No.* 69.]

No. 210. 27TH DECEMBER. My despatch Confidential B. of the 28th November.* I have now received from Power Securities Corporation copy of assignment to them of all Mavrommatis rights in Concession for supply of water to Jerusalem. I am advised that to complete Corporation's title consent of High Commissioner should be obtained and a note entered in official register at Jerusalem. I should be glad to learn whether in order to satisfy you that assignment has been duly executed and delivered you will require the original document to be presented to you or whether a notarially certified copy, or a statement by the Secretary of State that the original has been produced to him, will suffice.

Corporation ask for (1) extension of time to enable transfer of Concession to Jerusalem Electric and Public Service Corporation as the Company to be accepted for purposes of Articles 4A and 4B of original Concession. I would suggest three months. (2) Extension of fifteen months from 31st December for submission of revised plans, and (3) further fifteen months from date of approval of plans for commencement of works.

Please telegraph whether you agree. In the meantime Corporation will be informed that provisional extension will be approved from 31st December pending decision on above points and on points raised in your despatch Confidential B. of 14th December,† which has not yet been fully considered.—AMERY.

C. 57091/28 [No. 132].

No. 68.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

GENTLEMEN, Downing Street, 28th December, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter of the 7th of December‡ transmitting a copy of the Deed of Assignment relating to the transfer to the Power Securities Corporation of Mr. Mavrommatis's rights in the Jerusalem Water Concession, and to inform you that he is consulting the High Commissioner for Palestine by telegraph in regard to the question of the procedure to be followed for obtain-

* No. 59. † No. 66. ‡ No. 62.

ing the High Commissioner's consent in order to complete your title to the Concession, and your requests for an extension of the time to enable the Concession to be transferred to the Jerusalem Electric and Public Service Corporation as the Company to be accepted for the purposes of Articles 4A and 4B of the original Concession, and for extensions of the periods for the submission of revised plans and the commencement of works. A further letter will be addressed to you on these points on the receipt of the High Commissioner's reply. In the meantime a provisional extension of the period laid down for the formation and registration of a limited company is approved as from the 31st of December pending a decision on the above points.

2. I am to take this opportunity to inform you that it is considered that such extensions of the periods referred to above as may be granted should be made the subject of a further supplemental agreement, and that this agreement should also provide that the Concession as thus amended shall not be disposed of or assigned by the Corporation (except to an approved company, as provided in the 1926 Agreement as modified by the Supplemental Agreement) unless the prior consent of the High Commissioner has been obtained.

3. Some further points have been raised by the Palestine Government, which it is hoped to have an opportunity of discussing with you very shortly. A further communication will be addressed to you in regard to them.

I am, &c.,
O. G. R. WILLIAMS.

C. 57091/28 [No. 134].

No. 69.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3.30 p.m., 31st December, 1928.)

TELEGRAM.

[*Answered by No.* 70.]

No. 209 of 31ST DECEMBER. Your telegram of 27th December No. 210.* I am informed that notarially-certified copy of assignment will suffice.

Extension for 3 months for the purpose of transfer of the Concession agreed to. Extension for 15 months of submission of the revised plans and of additional 15 months from the date of approval for commencement of work are in my opinion too long as the matter is urgent in regard to both water and sewerage aspects. Consider 9 months is sufficient for the former and 6 months for the latter and that period for submission of new plans should run concurrently with the extension of 3 months in respect of transfer. Ras El Ain scheme already considered in detail by Messrs. Rofe and Sons who presumably will act for the new Company.

C. 57091/28 [No. 138].

No. 70.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 74.]

(Confidential B.)

SIR, Downing Street, 17th January, 1929.

I HAVE the honour to acknowledge the receipt of your despatch Confidential B. of the 14th of December, 1928,† and of your telegram No. 209 of the 31st of December,‡ regarding the acquisition by the Power Securities Corporation of the Mavrommatis Water Concession.

2. The Corporation is being asked to furnish a notarially-certified copy of the Deed of Assignment which, on receipt, will be transmitted to you with a view to a note being entered in the official register in Jerusalem and to your formal consent being given to the Assignment.

* No. 67. † No. 66. ‡ No. 69.

3. I have considered your despatch and telegram under reference in conjunction with your despatch Confidential A. of the 5th of December, 1928,* in which you submit copy of the report of a Committee appointed by you to make comprehensive recommendations for the water supply and drainage of Jerusalem. I note that this Committee appears to have made its recommendations on the assumption that the Concession held by Mr. Mavrommatis would expire at the end of 1928. In view, however, of the assignment by Mr. Mavrommatis of his Concession to the Power Securities Corporation and of the negotiations now in progress for an extension of the time periods provided in the Concession, to enable the Corporation to operate it, I am in some uncertainty as to the exact manner in which you contemplate that the recommendations made by the local Committee for the drainage and water supply should be modified so as to bring them into relation with any supplementary agreement with the Water Concession which may be negotiated. I gather, however, that your intention is as follows:—

(1) That the Company provided for under the Concession should undertake to finance and construct the water supply on the lines recommended in the report of the local Committee, provided that at the end of ten years the Company should be under the obligation, if required, to extend the dimensions of the scheme so as to provide for a maximum supply of water of 11,000 cubic metres per day, the minimum supply in the first instance being reduced to 4,500 c.m. a day instead of 6,000 c.m. as provided for in the original Concession.

(2) That the Palestine Government should be indemnified by the Power Securities Corporation, or the Company operating the Concession, in respect of payments made to Sir John Jackson Limited on behalf of the Municipal Council of Jerusalem, for the further maintenance of the temporary supply from Ain Farah. I observe that the local Committee recommend purchase of the Ain Farah plant which is valued at £8,000. In my telegram No. 10 of the 11th of January,† I informed you, in view of the urgency of the matter, of my approval of the proposal to purchase and I understand that negotiations for this purchase will be undertaken direct between Sir John Jackson Limited and the Palestine Government.

I assume that the stipulation as to the indemnity in respect of the Ain Farah plant is intended to be in addition to the stipulations contained in Article 18 of the Water Concession regarding the transfer to the Company of the Works at Arroub and Solomon's Pools.

(3) That the following extensions of time in connection with the Water Concession should be agreed to:—

(*a*) an extension of three months from the 1st of January to enable the transfer of the Concession to the operating Company to be completed;

(*b*) an extension of nine months (also from the 1st of January) for the submission of revised plans;

(*c*) an extension of six months from the date of approval of plans for the commencement of work.

(4) That, provided that satisfactory arrangements for finance can be made, the Palestine Government, in conjunction with the Municipality of Jerusalem, should construct the most urgently needed section of the drainage scheme on the basis generally of the recommendations in Mr. Watson's report at an estimated cost of £120,000.

4. A provisional discussion has taken place with representatives of the Power Securities Corporation on the basis of this interpretation of your proposal. It has, however, been explained to them that, pending further consultation with you, it was not possible to make an offer to them in definite terms. In view, however, of the close connection between the drainage scheme and the water supply, I considered it desirable that they should be fully aware of the extent to which the Palestine Government might be prepared to arrange for the construction of drainage. I have therefore caused them to be furnished with a copy of the Committee's report contained in your despatch Confidential A. of the 5th of December, with the attachments A and B. These documents also deal with the purchase of the Ain Farah plant and you will no doubt consider whether, in the event of the payment which has to be made to Sir John Jackson Limited exceeding £8,000, the indemnity to be required of the Corporation should cover any sum in excess of this figure, or whether this is a point upon which it would be reasonable to make some concession.

5. As regards the formation of a Company to operate the Water Concession, Article 4 of the Concession requires that such a Company should have an authorised capital of not less than £500,000 sterling and, within the required period, share

* C. 57125/28 [No. 10]: not printed.

† C. 57091/28 [No. 136]: not printed.

capital to the amount of £100,000 fully paid up in cash. As will be seen from the enclosed letter of the 7th of December, 1928,* the Corporation propose to transfer the Water Concession to the Jerusalem Electric and Public Service Corporation and, further, that the present authorised capital of this Company, which is stated to be £500,000, should be regarded as fulfilling the stipulations of the Water and Electric Concessions taken together. Although the minimum authorised capital of the Company to operate the Water Concession is required to be £500,000 the corresponding minimum stipulated for in the Electric Concession is only £200,000. If therefore it is the case that the present authorised capital of the Jerusalem Electric Corporation is £500,000, of which £300,000 has already been subscribed for cash and £210,000 already paid up, you may consider it reasonable to accept the Corporation's proposals as regards the financing of the Company to operate the two Concessions.

6. I should be glad if you would inform me, if possible by telegraph, whether you agree to definite negotiations being entered into with the Corporation with a view to a supplementary agreement being entered into on the general lines indicated in the foregoing paragraphs. I observe from the last paragraph of your despatch of the 14th of December, that your Advisers are proceeding with the work of defining in detail the extent of the revisions in the proposed water undertaking which are permissible in the present and future circumstances, and I would suggest that, in the event of an agreement being reached with the Corporation as to the general lines on which an extension of the Water Concession should be granted, the details of the agreement should be worked out locally in negotiation between authorised representatives of the Corporation and the Palestine Government direct. I shall be glad to learn whether you consider that this would be a convenient procedure.

7. In the meantime I propose to consider in consultation with the Crown Agents for the Colonies the question of financing the construction of the drainage scheme, and will address you further on the subject as soon as is practicable.

I have, &c.,
L. S. AMERY.

C. 57091/28 [No. 139].

No. 71.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

[*Answered by No. 72.*]

GENTLEMEN, Downing Street, 17th January, 1929.

WITH reference to your letter of the 7th of December, 1928,* enclosing copy of Deed respecting the assignment to you of Mr. Mavrommatis' rights under the Jerusalem Water Concession, I am directed by Mr. Secretary Amery to inform you that, with a view to the formal consent of the High Commissioner being obtained to this assignment, it will be necessary to furnish him with a notarially-certified copy of the Deed. I am therefore to request you to be so good as to forward to this Office for transmission to the High Commissioner a copy of this document so certified.

I am, &c.,
T. I. K. LLOYD.

C. 67091/29 [No. 7].

No. 72.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

SIR, 66, Queen Street, London, E.C.4, 31st January, 1929.

Jerusalem Water Concession.

WITH further reference to your letter of 17th instant,† in which you requested a notarially-certified copy of the Deed of Assignment to us of Mr. Mavrommatis' rights under the above Concession, we now have pleasure in enclosing a copy‡ certified by the British Consulate in Paris, which we trust will meet the requirements of the High Commissioner for granting the formal consent to this Assignment.

I am, &c.,
Power Securities Corporation Limited,
W. J. SEELEY,
Secretary.

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* No. 62. † No. 71. ‡ Not printed here.

C. 67091/29 [No. 8].

No. 73.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 75.]

(Confidential A.)

SIR, Downing Street, 7th February, 1929.

WITH reference to the second paragraph of my despatch Confidential "B" of the 17th of January* I have the honour to transmit to you the accompanying copy of a letter† from the Power Securities Corporation Limited enclosing a notarially-certified copy of the Deed of Assignment to them of the rights of Mr. Mavrommatis under the Jerusalem Water Concession.

2. I have to request that a note of the Deed may be made in the official register at Jerusalem and that your formal assent may be given to the Assignment.

I have, &c.,
L. S. AMERY.

C. 67091/29 [No. 12].

No. 74.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 25th February, 1929.)

(Confidential.) [*Answered by No.* 83.]

SIR, Government Offices, Jerusalem, 15th February, 1929.

I HAVE the honour to refer to your despatch Confidential B of the 17th January* and my telegram No. 18 of the 12th February‡ regarding the acquisition by the Power Securities Corporation of the Mavrommatis Water Concession and to inform you as follows:—

2. In regard to paragraph 3 thereof, it is my intention:—

(1) that the Company provided for under the Concession should undertake to finance and construct the water supply on the lines recommended in the report of the local Committee, provided that at the end of ten years the Company should be under the obligation, if required, to extend the dimensions of the scheme so as to provide for an increased supply of water if necessary up to 11,000 cubic metres per day, the minimum supply in the first instance being reduced to 4,500 c.m. a day instead of 6,000 c.m. as provided for in the original Concession;

(2) that the Palestine Government should be indemnified by the Power Securities Corporation, or the Company operating the Concession, in respect of the total payment made to Sir John Jackson Limited on behalf of the Municipal Council of Jerusalem, for the purchase of the Ain Farah plant.

Negotiations for the purchase of the Ain Farah plant at a cost of £P.13,660 have just been concluded between Sir John Jackson Limited and the Palestine Government.

The stipulation as to the indemnity in respect of the Ain Farah plant is intended to be additional to the stipulations contained in Article 18 of the Water Concession regarding the transfer to the Company of the Works at Arroub and Solomon's Pools; but it should be noted that the stipulation is, strictly speaking, unnecessary since it is already covered by the terms of Article 18 of the Water Concession as finally revised;

(3) that the following extensions of time in connection with the Water Concession should be granted to the Power Securities Corporation:

(*a*) an extension of three months from the 1st of January to enable the transfer of the Concession to the operating Company to be completed;

(*b*) an extension of nine months (also from the 1st of January) for the submission of revised plans;

(*c*) an extension of six months from the date of approval of plans for the commencement of work;

* No. 70. † No. 72. ‡ C. 67091/29 [No. 10]: not printed.

(4) that, provided that satisfactory arrangements for finance can be made, the Palestine Government in conjunction with the Municipality of Jerusalem, should construct the most urgently needed section of the drainage scheme on the basis generally of the recommendations in Mr. Watson's report at an estimated cost of £120,000.

3. I have considered the question whether, in the event of the payment for the purchase of the Ain Farah plant which has to be made to Sir John Jackson Limited exceeding £8,000, the indemnity to be required of the Corporation should cover any sum in excess of this figure; and I am definitely of the opinion that the indemnity should cover the actual sum agreed upon, namely, £P.13,660 and that no concession should be made on that point.

4. I do not consider that the Corporation's proposals as regards the financing of the Company to operate the two Concessions are adequate. The authorised capital of the Jerusalem Electric and Public Service Corporation is stated to be £500,000, of which £200,000 is required to finance the Electricity Concession. The balance of £300,000 available to finance the Water Concession is insufficient.

The capital cost of the new Water Supply Scheme will include:

(i) the cost of the existing Water Works Undertaking;
(ii) payment to M. Mavrommatis;
(iii) the cost of floating Company;
(iv) the cost of construction;
(v) any sums paid under Article 30 of the Water Concession.

As regards item (i), it should be noted that under Clause 18 of the Agreement the Company is under an obligation to purchase the existing Water Works Undertaking, including the reservoirs and pumping stations at Arroub and Solomon's Pools, service and other reservoirs, trunk mains, distribution systems (consumers' service pipes excepted) in and about Jerusalem, Bethlehem and Beit Jala (*i.e.*, the "Concession area"—see Clause 1 of Agreement), and all other works and plant, together with the lands required for the purposes of the existing Water Works Undertaking.

The Director of Public Works' estimate in paragragh 6 of his memorandum* does not, therefore, include the whole of the obligations of the Company.

The Agreement (Clause 18) further sets out the principles in determining the purchase price for the existing Water Works Undertaking and provides for the price to be fixed by agreement, or, failing agreement, by arbitration.

The value of the Undertaking, as shown in the accounts of the Jerusalem Municipality to the 31st March, 1928, after allowing for depreciation, is as under:

	£P.
Arroub—	
Plant and Machinery	1,904
Buildings and Reservoirs	13,240
Mains	11,392
Networks	10,822
Solomon's Pools—	
Plant and Machinery	2,923
Buildings	26,046
Wadi Beir Dam	487
Ain Farah Cooling System	787
	£P.67,601

This total does not include the cost of expropriating the land on which the reservoirs at Arroub and Solomon's Pools are situated, the value of which has not yet been estimated. To this total must be added £P.13,660, being the cost of the Ain Farah plant, and £P.20,000 as payment to M. Mavrommatis in cash and shares. These items amount to £P.101,261, leaving about £P.200,000 available for items (iii), (iv) and (v), an amount which is almost certainly insufficient for those purposes. Under Article 4 of the Water Concession, the Company should have an authorised capital of not less than £500,000 sterling; and the amount of capital actually required must depend on the estimates of the cost of the scheme as finally revised.

I am prepared to accept *pro tanto* any part of the capital of the Jerusalem Electric and Public Service Corporation, which may not be required for operating the electricity Concession, towards the requirements of capital for the Water Undertaking.

5. After considering the matter in Council I agree to definite negotiations being entered into with the Corporation with a view to a supplementary agreement being made on the general lines indicated in the foregoing paragraphs; I agree also that, in the event of an agreement being reached with the Corporation as to the general

* Enclosure 1 in C. 67091/29 [No. 13]: not printed.

lines on which an extension of the Water Concession should be granted, the details of the agreement should be worked out locally in negotiation between authorised representatives of the Corporation and this Government direct.

6. Since it is contemplated that the cost of construction of the works will be considerably reduced, it is reasonable to assume that a suitable reduction in the maximum charge of 7 piastres per cubic metre for water, as provided under Clause 19, will be conceded by the Company.

7. The negotiations would also include consideration of the question of reserving to the Government power to retain part of the existing waterworks undertakings which they may not wish to transfer to the Company.

The town of Hebron for example could conveniently be supplied with water from the Arroub source; and it might be in the public interest that that source should be retained by Government for that purpose and the Concession area not extended to cover Hebron.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

C. 67091/29 [No. 15].

No. 75.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 4th March, 1929.)

[*Answered by No.* 81.]

(Confidential.)

SIR, Government Offices, Jerusalem, 22nd February, 1929.

I HAVE the honour to refer to your despatch Confidential A of the 7th February* on the subject of the Jerusalem Water Concession and to enclose herewith a copy of the formal notice of my consent to the assignment of the Concession to the Power Securities Corporation.

2. With reference to the second paragraph of your despatch I am in doubt as to what official register at Jerusalem you have in mind, since there are no real or mineral rights passing by the assignment and there is nothing to register in the Land Registers. I should be glad to have your further advice on that point.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

Enclosure 1 in No. 75.

GENTLEMEN, 22nd February, 1929.

I HAVE the honour to refer to the letter dated the 31st January, 1929,† from Power Securities Corporation to the Under-Secretary of State, Colonial Office, on the subject of the Jerusalem Water Concession, and enclosing a notarially-certified copy of the Deed of Assignment to Power Securities Corporation Limited of Mr. Mavrommatis's rights under the Concession, and to state that in accordance with paragraph 38 of the Concession I hereby give my consent to that Assignment.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner.

The Power Securities Corporation Ltd.,
66, Queen Street,
London.

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* No. 73. † No. 72.

Enclosure 2 in No. 75.

SIR, 22nd February, 1929.

I HAVE the honour to refer to the letter dated the 31st January, 1929, from Power Securities Corporation to the Under-Secretary of State, Colonial Office, on the subject of the Jerusalem Water Concession, and enclosing a notarially-certified copy of the Deed of Assignment to Power Securities Corporation Limited of Mr. Mavrommatis's rights under the Concession, and to state that in accordance with paragraph 38 of the Concession, I hereby give my consent to that Assignment.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner.

Mr. Euripides Mavrommatis,
54 Rue de la Victoire,
Paris.

C. 67091/28 [No. 14].

No. 76.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

[*Answered by No.* 78.]

GENTLEMEN, Downing Street, 19th March, 1929.

WITH reference to the letter from this Department of the 11th of January,* and previous correspondence regarding the Jerusalem Water Concession I am directed by Mr. Secretary Amery to inform you that as a result of further correspondence with the High Commissioner for Palestine it is now possible to set out the conditions on which the Palestine Government would be prepared to agree to an extension of the time limits stipulated in that Concession. Those conditions are explained at length in the following paragraphs of this letter.

2. The Company provided for under the Concession should undertake to finance and construct the water supply on the lines recommended in the report of the local Committee (of which a copy has been furnished to Mr. Shearer) provided that the Company shall be under an obligation, if required, at the end of 10 years to extend the dimensions of the scheme so as to provide for an increased supply of water if necessary up to 11,000 cubic metres per day; the minimum supply in the first instance would be reduced to 4,500 cubic metres a day instead of 6,000 cubic metres as provided for in the original Concession.

3. The Palestine Government should be indemnified by the Power Securities Corporation or the Company operating the Concession for the payment which they have made to Sir John Jackson Limited on behalf of the Municipal Council of Jerusalem for the purchase of the Ain Farah plant. The negotiations for the purchase of that plant have been concluded and the Palestine Government have paid Sir John Jackson Limited the sum of £13,660.

4. Assuming—as seems to be the case—that the capital of the Company which is to operate both the Electricity and the Water Concessions is at present only £500,000, that capital should be increased by an amount representing the capital required for operating the Electricity Concession alone, thus leaving a capital of £500,000 for the operation of the Water Concession. In arriving at the conclusion that the present capital of the Company will be insufficient to operate both the Electricity and Water Concessions the High Commissioner has in mind that under Clause 18 of the Water Concession that Company is under an obligation to purchase the existing waterworks undertaking including the reservoirs and pumping stations at Arroub and Solomon's Pools, service and other reservoirs, trunk mains, distribution systems (consumers' service pipes excepted), in and about Jerusalem, Bethlehem and Beit Jala and all other works and plant together with the lands required for the purposes of the existing waterworks undertaking. The value of that undertaking as shown in the accounts of the Jerusalem Municipality to the 31st of March, 1928, after allowing for depreciation, amounts to £67,601, but this sum does not include the cost of expropriating the land on which the reservoirs at Arroub and Solomon's Pools are situated. The value of that land has not yet been ascertained. To the total of £67,601 mentioned above must be added the sum of £13,660 being the sum paid to Sir John

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* C. 57091/28 [No. 135A]: not printed.

Jackson Limited for the Ain Farah plant and £20,000 as payment to Mr. Mavrommatis in cash and shares. These items amount to £101,261 and, after the deduction from the total capital of the Company of this amount and of a sum of £200,000 for the operation of the Electricity Concession a sum of less than £200,000 will be available to meet the whole of the expenses of operating the Water Concession.

The proposal made at the beginning of this paragraph would make available for the purposes of the Water Concession alone a sum of £500,000, and the High Commissioner considers that the Company to operate that Concession should have an authorised capital of not less than that amount. If, as would seem to be your intention, one Company is to operate both Concessions the authorised capital should be £500,000 plus the sum required for the operation of the Electricity Concession.

5. Since it is contemplated that the cost of construction of the works will be considerably reduced as compared with the cost of constructing the full scheme contemplated by the Concession the High Commissioner considers that a suitable reduction in the maximum charge of 7 piastres per cubic metre for water (as provided under Clause 19 of the Concession) should be conceded by the Company. In any case in view of the change of currency since the Concession was granted the figure of 7 piastres must be expressed in Palestinian mils, the nearest equivalent to that figure being 70 mils.

If, however, you are reluctant at this stage to agree to an alteration of that figure (other than its conversion into mils) it is considered that, as an alternative, the High Commissioner might accept an increase from 50 per cent. to 75 per cent. of the reduction (specified in Clause 20 of the Concession) which public services of the Government, municipalities and local councils within the Concession area are to be allowed from the maximum tariff.

6. On the conditions set out in the preceding paragraphs of this letter the High Commissioner would be prepared to grant the following extensions of time in connection with the Water Concession:—

(*a*) an extension of four months from the 1st of January to enable the transfer of the Concession to the operating Company to be completed;

(*b*) an extension of nine months (also from the 1st of January) for the submission of revised plans; and

(*c*) an extension of six months from the date of approval of plans for the commencement of work.

7. Provided that these conditions are accepted and that the Palestine Government are able to make satisfactory arrangements for the necessary finance they will, in conjunction with the Jerusalem Municipality, construct the most urgently needed section of the drainage scheme for Jerusalem at an estimated cost of £120,000.

8. I am to inquire whether these conditions are acceptable to you. In the event of agreement being reached as to the general lines on which an extension of the Water Concession should be granted, a new Concession would be drawn up on the lines of the existing agreement with the modifications indicated in the foregoing paragraphs of this letter. You will, of course, understand that any legal charges incurred in connection with this supplementary agreement would fall to be borne by the Power Securities Corporation. The supplementary agreement would also contain provision on the lines indicated in paragraph two of the letter from this Department of the 28th of December.*

I am, &c.,
O. G. R. WILLIAMS

C. 67091/29 [No. 16].

No. 77

COLONIAL OFFICE to CROWN AGENTS FOR THE COLONIES.

[*Answered by No.* 79.]

GENTLEMEN, Downing Street, 27th March, 1929.

I AM directed by Mr. Secretary Amery to refer to your letter of the 21st of December† regarding the Assignment to the Power Securities Corporation Limited, of Mr. Mavrommatis's rights under the Jerusalem Water Concession, and to transmit to

* No. 68 † No. 65.

you the accompanying copy of a despatch* with the enclosures, which has been received from the High Commissioner for Palestine on the subject.

2. In the second paragraph of their letter of the 19th of December, 1928, a copy of which accompanied your letter under reference, Messrs. Burchells suggest that a note of this Assignment should be made in the official register at Jerusalem. You will, however, observe from the second paragraph of the enclosed despatch that Sir John Chancellor is in doubt as to what register is contemplated and I am to request that you will ask Messrs. Burchells why they made the suggestion in question.

I have, &c.,
O. G. R. WILLIAMS

C. 67091/29 [No. 18].

No. 78.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

[*Answered by No.* 80.]

SIR, 66, Queen Street, London, E.C.4, 27th March, 1929.

Jerusalem Water Concession.

WE are in receipt of your letter of the 19th instant† setting out the conditions on which the Palestine Government would be prepared to agree to an extension of the time limits stipulated in the Jerusalem Water Concession.

We note that the High Commissioner agrees in principle that the Company already formed to deal with the electricity supply could also operate the Water Concession provided the capital of the Company is increased. We do not see any difficulty in meeting this condition.

We note the obligation which it is proposed to impose on this Company for indemnifying the Palestine Government in respect of the purchase price of the Jackson plant, and it would appear to us that this is a condition which we could readily accept.

With regard, however, to the acquisition of the existing Water Works other than the Jackson Works, we assume that the actual terms of this purchase would be a matter of negotiation between ourselves and the Government.

With regard to the question raised in paragraph 5 of your letter, we suggest that this point be deferred in the meantime for discussion at a later date when the plans and final estimates of costs have been completed.

With regard to paragraph 6 of your letter, we have carefully considered the proposals, but regret that in our view the extensions of time mentioned are not adequate in the circumstances. We respectfully submit that the extension of time for the transfer of the Concession to the operating Company should be extended for a period of at least six months from the 1st January to enable all the formalities to be considered and carried through.

With regard to the extension of time for the submission of revised plans, we note that nine months is suggested as from 1st January. We respectfully submit that this should be somewhat extended, and we trust that it could be arranged with you and the Palestine Government that the time in this connection be extended until, say, 1st April, 1930.

With regard to the extension of time for commencement of the works, this should, of course, be correspondingly extended, and we respectfully submit that the time should be extended for commencement of the work until, say, 1st January, 1931.

In submitting these alternative dates, we may say that we would do our utmost to expedite the arrangements so that the work could be commenced with the greatest possible expedition, but in view of the fact that we are anxious to successfully launch the electricity undertaking and of the time involved in making the necessary arrangements for the development of the water side of the business, we think that the alternative dates we have mentioned are more appropriate in the circumstances.

With regard to paragraph 7, we note that the Palestine Government is prepared to construct the most urgently needed section of the Scheme at Jerusalem at an estimated cost of £120,000, provided that they are able to make satisfactory arrangements for the finance. We respectfully suggest that any arrangements in connection

* No. 75. † No. 76.

with the Concession should be contingent on the Palestine Government definitely undertaking to proceed with the Scheme on these lines.

If you think a discussion on these various points would further the negotiations, we need not say that we will be ready to attend at the Colonial Office at any time suitable to you for a conference.

We are, &c.,
Power Securities Corporation Limited,
WILLIAM SHEARER,
Managing Director.

C. 67091/29 [No. 20].

No. 79.

CROWN AGENTS FOR THE COLONIES to COLONIAL OFFICE.

SIR, 4, Millbank, Westminster, London, S.W.1, 6th April, 1929.

WITH reference to your letter of the 27th March,* I have the honour to transmit a copy of a letter from Messrs. Burchells explaining their suggestion in connection with the assignment to the Power Securities Corporation Limited, of the rights of Mr. Mavrommatis under the Jerusalem Water Concession.

I take the opportunity to acknowledge the receipt of your further letter of the 28th March,† with its enclosures, on the subject of the Concession. A copy of the correspondence has been sent to Messrs. Burchells for their information.

I have, &c.,
W. A. F. WICKHART,
for Crown Agents

Enclosure in No. 79.

FROM MESSRS. BURCHELLS TO THE CROWN AGENTS.

5, The Sanctuary, Westminster, S.W.1,
3rd April, 1929.

GENTLEMEN,

Palestine Water Concession.

WE beg to acknowledge receipt of your letter of yesterday and its enclosures.

2. When writing our letter to you of the 19th December last, we were under the impression that the Government of Palestine would keep a register of all Concessions granted by them, and it was to that register to which we referred when we advised that a note of the Assignment in favour of the Power Securities Corporation Limited should be made.

3. The object of making such an entry in the register, if it existed, would be to complete the title of the Power Securities Corporation to the Concession, and to obviate any possibility of the Assignment to that Corporation being overlooked at any future date.

We are, &c ,
BURCHELLS.

C. 67091/29 [No. 19].

No. 80.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

[*Answered by No.* 82.]

GENTLEMEN, Downing Street, 8th April, 1929.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 27th of March‡ on the subject of the Jerusalem Water Concession, and to state that he notes the views expressed therein on certain of the conditions, as set out in the letter from this Department of the 19th of March,§ on which the Palestine Government would be prepared to agree to an extension of the time limits stipulated in that Concession.

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* No. 77. † C. 67091/29 [No. 17]: not printed. ‡ No. 78. § No. 76.

2. I am to point out that no mention is made in your letter of the condition, set out in paragraph 2 of the letter from this Department referred to above, relating to the dimensions of the scheme for the water supply, and to inquire whether you are prepared to accept that condition. On the receipt of information on this point copies of the correspondence, including your letter of the 27th of March, will be referred to the High Commissioner for Palestine for further consideration.

I am, &c.,
O. G. R. WILLIAMS.

C. 67091/29 [No. 21].

No. 81.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential A.)

SIR, Downing Street, 15th April, 1929.

I HAVE the honour to acknowledge the receipt of your Confidential despatch of the 22nd of February* transmitting a copy of the formal notice of your consent to the Assignment to the Power Securities Corporation Limited of Mr. Mavrommatis's rights under the Jerusalem Water Concession.

2. I have ascertained that the suggestion that a note of the Deed of Assignment should be made in the official register at Jerusalem was made at the instance of Messrs. Burchells, who have since explained that when making the suggestion they were under the impression that the Government of Palestine would keep a register of all Concessions granted by them, and that it was to that register to which they referred; and that the object of making such an entry in the register, if it existed, would be to complete the title of the Power Securities Corporation to the Concession, and to obviate any possibility of the Assignment to that Corporation being overlooked at any future date.

3. If, as seems to be the case, no such register is in existence no action would be necessary.

I have, &c.,
L. S. AMERY.

C. 67091/29 [No. 23].

No. 82.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

[*Answered by No.* 84.]

SIR, 66, Queen Street, London, E.C.4, 16th April, 1929.

WE are duly in receipt of your letter of the 8th instant,† and have pleasure in giving you our views on the point raised by you.

We are prepared, subject to the undermentioned observation, to accept the condition set out in paragraph 2 of the letter from your Department dated 19th March,‡ namely: that the Company should be under an obligation if required at the end of ten years to extend the dimensions of the Scheme so as to provide for an increased supply of water, if necessary, up to 11,000 cubic metres per day; the minimum supply in the first instance would be reduced to 4,500 cubic metres a day instead of 6,000 cubic metres as provided for in the original Concession.

We assume, however, that the obligation to extend the Scheme if required at the end of ten years so as to provide for an increased supply up to 11,000 cubic metres per day will only be enforced as and when a definite additional demand exists which would ensure a reasonable return on the capital cost of the extended works, or alternatively we might suggest that provision be made whereby the rates of charges as stipulated in the Concession could be varied to correspond to the increased financial obligations imposed on the Company in this connection.

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* No. 75. † No. 80. ‡ No. 76.

We trust that the above explanation meets the point raised in your letter under acknowledgment, and we may say that if you consider it useful we would be pleased to attend a meeting with you to discuss the outstanding points prior to referring the matter to the High Commissioner's consideration.

We are, &c.,
Power Securities Corporation Limited,
W. J. SEELEY,
Secretary.

C. 67091/29 [No. 24].

No. 83.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 85.]

(Confidential A.)

SIR, Downing Street, 25th April, 1929.

I HAVE the honour to refer to your Confidential despatch of the 15th of February* regarding the conditions on which the Government of Palestine would be prepared to agree to an extension of the time limits stipulated in the Jerusalem Water Concession and to transmit to you the accompanying copy of the correspondence noted in the margin which has been exchanged with the Power Securities Corporation Limited on this subject. I shall be glad to be furnished with your observations on the Corporation's replies in their letters of the 27th of March and 16th of April in regard to the various conditions proposed in Colonial Office letter of the 19th of March.

To Corporation,	19th March, 1929.†
From do.	27th March, 1929.‡
To do.	8th April, 1929.§
From do.	16th April, 1929.‖

2. I have to request that in your reply you will indicate to what extent the Palestine Government would be prepared in the last resort to meet the Corporation's views, in cases where their views involve a departure from the proposed conditions in any respect.

As a case in point, it will be observed that in their letter of the 27th of March, the Corporation take exception to the time limits set out in paragraph 2 (3) of your Confidential despatch of the 15th of February on the ground that they are not adequate In proposing new time limits (which should, in my opinion, be such as to give the Corporation reasonable periods within which to carry out their obligations) it should be borne in mind that there is likely to be an interval of several weeks, and possibly months, between your despatch and the signature of any new agreement.

3. I am in full agreement with the view expressed in your despatch Confidential "A" of the 15th of February¶ that it would not be possible at this stage to adopt the suggestion that the Concession should be determined and the construction of the water supply undertaken by the Municipality under Government supervision. Apart from the moral obligation which rests upon your Government to give the Corporation an opportunity of proceeding with the scheme, the decision of which I have recently informed you that Palestine cannot participate in the Inter-Colonial Loan Scheme constitutes an argument in favour of offering the Corporation every inducement to carry out the water supply scheme, thus relieving the Government of the necessity of raising the money required for that scheme.

4. In my despatch Confidential " B " of the 17th of January,** I suggested and in paragraph 5 of your Confidential despatch of the 15th February, you agreed, that in the event of an agreement being reached with the Corporation as to the general lines on which an extension of the Water Concession should be granted, the details of the Agreement should be worked out locally in negotiation between authorised representatives of the Corporation and the Palestine Government direct. On re-consideration I have, however, come to the conclusion that such a course would be impracticable since the Company formed to operate the Concession will have to raise

* No. 74. † No 76. ‡ No. 78. § No. 80. ‖ No. 82.
¶ C. 67091/29 [No. 13]: not printed. ** No. 70.

more capital and could not do so unless an agreement had been entered into defining all their commitments and obligations. Some saving of time and correspondence might, however, be effected if, when agreement has been reached as to the general lines of the extended Concession, the Corporation was to empower a local representative to negotiate with the Palestine Government, heads of agreement which could be embodied in a formal document drafted in this country. Should you regard this as a convenient arrangement I will ascertain whether it is acceptable to the Corporation.

I have, &c.,
L. S. AMERY.

C. 67091/29 [No. 25].

No. 84.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED

GENTLEMEN, Downing Street, 25th April, 1929.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 16th of April* setting forth your views on one of the conditions on which the Government of Palestine would be prepared to agree to an extension of the time limits stipulated in the Jerusalem Water Concession.

2. Your views as expressed in the letter now under reply and in your letter of the 27th of March† are now being communicated to the High Commissioner for Palestine for his consideration and a further letter will be addressed to you on receipt of his reply.

3. You will appreciate that in the circumstances an interview at the present juncture would be unlikely to serve any useful purpose.

I am, &c.,
O. G. R. WILLIAMS.

No. 85.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 24th June, 1929.)

(Confidential.)

SIR, Government Offices, Jerusalem, 15th June, 1929.

I HAVE the honour to refer to Mr. Amery's despatch Confidential A of the 25th April‡ regarding the extension of the time limit stipulated in the Jerusalem Water Concession.

2. While I agree that a reasonable period must be allowed within which the Corporation must discharge their obligations, it is very important that the establishment of an adequate water supply for Jerusalem should not be deferred.

In view of the delays which have occurred in seeking agreement with the Corporation and of the further delays that may occur, I suggest that the period for the transfer of the Concession and submissison of plans, &c., should be calculated as from the date at which a definite agreement is reached between the Corporation and this Government.

In my despatch Confidential of the 15th February,§ I suggested that a period of three months should be allowed to enable the transfer of the Concession to be effected; but I note that in the Colonial Office letter to the Power Securities Corporation Limited of the 19th March,‖ Mr. Amery extended that period to four months from the 1st January. That period has now expired. I also observe that Mr. Amery considered that it was likely that there would be an interval of several weeks, and possibly months, between the receipt of my present despatch and the signature of a new agreement.

I accept that view and, in the circumstances, suggest that you fix the latest date at which new agreement is to be secured and then the date at which agreement is, in fact, reached, can be taken as the initial date from which all periods for the transfer of the Concession and the submission of plans and the commencement of the works should be calculated.

* No. 82. † No. 78. ‡ No. 83. § No. 74. ‖ No. 76.

2. I consider that, once new agreement is secured, three months from the date of agreement should suffice for the transfer of the Concession. If, however, you consider that the transfer cannot reasonably be made in that period, I shall defer to your decision as to the period to be allowed.

3. As regards the period for the submission of amended plans it has been represented to me by the Director of Public Works that much information in the matter of surveys, &c., is already in the possession of the Corporation, and that it is probable that the Corporation will retain the services of the engineers, Messrs. H. Rofe & Sons, who acted for Mr. Mavrommatis and Sir John Jackson Limited several years ago.

In those circumstances, I consider that a period of nine months will give ample time for the preparation and submission of revised plans. This period should run concurrently with the period allowed for the transfer of the Concession.

4. The Director of Public Works considers that six months will give sufficient time for the Corporation or any contractors they may employ to obtain delivery of such materials in the country as are needed to enable them effectively to begin construction work. I am advised that there is no reason, therefore, for the extended time asked for by the Corporation.

5. I observe that the Power Securities Corporation suggest that the question raised in paragraph 5 of the Colonial Office letter of the 19th March* to them regarding the reduction of the maximum charge should be deferred for discussion at a later date when the plans and final estimates of cost are completed.

I should be glad, therefore, if the estimates of the capital cost of construction and maintenance may be submitted to this Government for scrutiny before a maximum charge is fixed.

The question of the maximum rate to be charged for water is of paramount importance; and I consider that a decision on this matter should be taken before the transfer of the Concession is approved. In this connection I should refer to Clause 19 of the original Concession which provides for the reduction of the maximum charge if the estimated capital cost of the scheme submitted by the Concessionnaire is less than £760,000; and I consider that a substantial reduction on this account alone should be obtained from the Concessionnaire.

It should be a condition of the transfer that the charges to consumers may be reduced if the financial circumstances of the Company at any time justify that course. For example, if at any time sums of money should become due to this Government under Clause 33 of the Concession after observance of the Financial Plan, I should prefer to utilise such sums towards reduction of rates charged to consumers, if that course could be adopted without danger to the economical operation of the undertaking.

6. You will observe from the enclosures to my despatch Confidential A of the 15th February† that the question of the obligations of the Concessionnaire to purchase the existing water works undertaking at an agreed price is raised. The Director of Public Works expressed doubts regarding the desirability, from the point of view of the consumer, of burdening the undertaking with unproductive capital of this magnitude. I understand from the Director of Public Works that it is unlikely that, with the exception of mains and networks and possibly reservoirs in the city, the existing works will be incorporated in the new undertaking or be of any use to the undertaking, and that as the Corporation is obliged only to purchase the works at a valuation, it may be more profitable for Government either to dispose of such plant and material as can be recovered from the works, or to use them in other Government works.

7. Since the charges to consumers must be calculated in relation to the capital of the Company it appears essential, before any agreement is concluded in regard to the maximum charge, that the Corporation should indicate which of the existing works or parts thereof they can utilise in the new undertaking, at the same time stating the valuation they would propose to put upon them. In submitting estimates of cost of capital expenditure and maintenance, the Corporation should show separate estimates including only such works existing or parts thereof as can be absorbed in the new undertaking and, of course, the works which under Clause 18 of the Concession are to be transferred to the Company responsible for the water supply. This information should be given to me as soon as possible in order that I may be in a position to judge whether it will be in the interest of Government to relieve the Corporation of any of their obligations with regard to the purchase of the existing water installations and whether it is possible to give to the consumer an advantage by way of a reduced maximum charge.

* No. 76.

† C. 67091/29 [No. 13] : not printed.

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8. I set out hereunder a statement of assets and liabilities of the Jerusalem Water Supply as at the 31st December last :—

	£P.	£P.
Liabilities.		
To Government—		
Arrub Plant (Wickham Valuation—proportionately reduced)	25,047	
Emergency Scheme Operation	2,030	
Ain Farah Plant	13,660	
		40,737
To Barclays Bank (D.C. & O.)—		
Balance of loan of £E.20,000—guaranteed by Government		7,692
Sundry Creditors		1,921
Reserve for Contingencies		124
		£P.50,474
Assets.		
Cash		10,198
Plant and Machinery		1,733
Buildings and Reservoirs		13,019
Mains		10,367
Networks		10,155
Plant and Machinery, Solomon's Pools		2,665
Buildings, Solomon's Pools		25,609
Wadi Biar Dam		254
Ain Farah Cooling System		640
Ain Farah Plant		13,660
Furniture and Fittings		379
Bills Receivable		298
Rent Paid in Advance		58
Materials and Stores		4,795
Sundry Debtors		2,020
		£P.95,850

It is unlikely that the realisation of the assets upon liquidation of the existing works will more than meet the due liabilities of the Municipality.

9. I observe from paragraph 5 of the Colonial Office letter to the Corporation dated the 19th March that it was suggested that an increase from 50 per cent. to 75 per cent. of the reduction which public services of the Government, Municipalities and Local Councils within the Concession area are to be allowed might be accepted, in the event of the Corporation not being willing to reduce the maximum charge of 70 mils to consumers generally. I should, however, be reluctant to agree to such a substantial reduction in the rate charged to public authorities if the effect were to give the Company ground for arguing for the need to retain the high rate of 70 mils to other consumers.

10. As regards paragraph 3 of the Power Securities Corporation letter of the 16th April last,* I agree that it is a reasonable proposal that provision should be made whereby the rates of charges as stipulated in the Concession should be increased to correspond with the increased financial obligation imposed on the Company in the event of Government requiring the Corporation at the end of ten years to provide an increased supply up to 11,000 cubic metres, but only if it be proved that the rates stipulated in the Concession are found to be inadequate in this respect.

11. I agree with the suggestion in the last paragraph of Mr. Amery's despatch that when agreement has been reached as to the general terms of the extended Concession, the Corporation should be asked to empower a local representative to negotiate with this Government locally as to the heads of agreement which could be embodied in a final document to be drafted in England.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

* No. 82.

C. 67091/29 [No. 33].

No. 86.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

[*Answered by Nos. 87 and 92.*]

GENTLEMEN, Downing Street, 16th July, 1929.

WITH reference to the letter from this Department of the 31st May,* and to the previous correspondence, regarding the question of the extension of the time limits stipulated in the Jerusalem Water Concession, I am directed by Lord Passfield to inform you that a reply has now been received from the High Commissioner for Palestine to the despatch on this subject addressed to him on the 25th April last.†

2. Subject to agreement on the outstanding points being reached within a reasonable period, the High Commissioner is now prepared to grant the following extensions of time in connection with the Water Concession :—

(*a*) an extension of three months from the date at which agreement is reached, to enable the transfer of the Concession to the operating company to be completed.

(*b*) an extension of nine months from the date at which agreement is reached for the submission of revised plans, and

(*c*) an extension of six months from the date of approval of the plans for the commencement of work.

3. The High Commissioner notes your suggestion that the question of a reduction in the maximum charge of 7 piastres (70 mils) per cubic metre laid down in Clause 19 of the Concession should be deferred for discussion at a later date when the plans and final estimates of cost are completed.

In this connection he refers to Clause 19 of the original Concession which provides for a reduction of the maximum charge if the estimated capital cost of the scheme submitted by the Concessionnaire is less than £760,000. He considers that a substantial reduction on this account alone should be obtained from the Concessionaire.

Moreover, in the High Commissioner's view, it should be a condition of the transfer that the charges to consumers may be reduced if the financial circumstances of the Company at any time justify that course. For example, if at any time, sums of money should become due to the Palestine Government under Clause 33 of the Concession, after observance of the Financial Plan, he would prefer to utilise such sums towards reduction of rates charged to consumers, if that course could be adopted without danger to the economical operation of the undertaking.

I am accordingly to inquire when you will be in a position to submit estimates of the capital cost of construction and maintenance in order that this point may be considered

4. As regards the provision under Clause 18 of the original Concession, regarding the purchase of the existing Water Works undertaking other than the Jackson (Ain Farah) Works, the High Commissioner has expressed a doubt as to the desirability, from the point of view of the consumer, of burdening the new undertaking with unproductive capital of this magnitude. Since the charges to consumers must be calculated in relation to the capital of the Company it appears essential, before any agreement is concluded in regard to the maximum charge, that you should indicate which of the existing Works or parts thereof you can utilise in the new undertaking, at the same time stating the valuation you would propose to put upon them. In submitting the estimates of cost of capital expenditure and maintenance, referred to in the last sub-paragraph of paragraph 3 above, you should show separate estimates, including only such works existing, or parts thereof, as can be absorbed in the new undertaking and, of course, the Works which, under Clause 18 of the Concession are to be transferred to the Company responsible for the Water Supply.

In this connection I am to add that should it eventually be decided that the whole of the existing works should not be taken over, it would be necessary to amend the terms of Clause 18 of the 1926 Agreement.

5. In your letter of the 16th April‡ you agreed to accept the condition set out in paragraph 2 of the letter from this Department of the 19th March§ relating to the dimensions of the scheme of the Water Supply subject to the proviso that the obligation to extend the scheme would only be enforced as and when a definite additional demand existed, which would ensure a reasonable return on the capital

* C. 67091/29 [No. 29] : not printed. † No. 83. ‡ No. 82. § No. 76.

cost of the extended Works or, alternatively, that provision be made whereby the rates of charges as stipulated in the Concession could be varied to correspond to the increased financial obligation imposed on the Company in this connection. The High Commissioner has agreed to this alternative proviso, subject to the further proviso that the rate of charges should only be increased if it be proved that the rates stipulated in the Concession are found to be inadequate.

6. I am to inquire whether you are now prepared to accept the extensions of the time limits set out in paragraph 2 of this letter on the conditions proposed herein and in the letter from this Department of the 19th of March.

I am, &c.,
O. G. R. WILLIAMS.

C. 67091/29 [No. 34].

No. 87.

POWER SECURITIES CORPORATION, LIMITED, to COLONIAL OFFICE.

[*Answered by No.* 88.]

SIR, 66, Queen Street, London, E.C.4, 19th July, 1929.

We beg to acknowledge receipt of your letter of 16th instant* giving extensions of the time limits proposed by the High Commissioner for Palestine, and the conditions attached thereto. We are giving these proposals our careful consideration and hope to be in a position to forward you our considered reply in the course of a few days.

We note, however, that no reference has been made in your letter to the proposed drainage work. In the penultimate paragraph in our letter of 27th March last† we suggested that any arrangements in connection with the Concession should be contingent on the Palestine Government definitely undertaking to proceed with the drainage scheme. May we assume that this condition has been accepted by the High Commissioner, and that subject to our acceptance of the conditions given in your letter under acknowledgment the Government of Palestine is prepared to authorise the construction of the drainage scheme.

It occurs to us that the drainage scheme might be arranged on an even more comprehensive basis than that contemplated, if the Government and Municipality were able to take advantage of the facilities now being arranged in Parliament for Colonial development.

We are, &c.,
W. J. SEELEY,
Secretary.

C. 67091/29 [No. 35].

No. 88.

COLONIAL OFFICE to POWER SECURITIES CORPORATION, LIMITED.

[*Answered by No.* 89.]

GENTLEMEN, Downing Street, 6th August, 1929.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 19th July‡ regarding the extensions of the time limits stipulated in the Jerusalem Water Concession.

2. In reply I am to inform you that the High Commissioner for Palestine has given no definite undertaking that the Jerusalem drainage scheme will be proceeded with. He has however submitted proposals, which have been approved by the Secretary of State, for financing an important part of the scheme with a view to its being put in hand forthwith.

3. I am to add that the Secretary of State cannot at the present stage say whether it will be possible to finance the drainage scheme in the manner suggested, but that the suggestion will not be overlooked.

I am, &c.,
J. HATHORN HALL.

* No. 86. † No. 78. ‡ No. 87.

C. 67091/29 [No. 36].

No. 89.

POWER SECURITIES CORPORATION, LIMITED, to COLONIAL OFFICE.

[*Answered by No.* 90.]

SIR, 66, Queen Street, London, E.C.4, 7th August, 1929.

Jerusalem Water Concession.

WE beg to acknowledge receipt of your letter of 6th instant* from which we note that the High Commissioner for Palestine has not given a definite undertaking that the drainage scheme will be proceeded with, but that proposals have been submitted which have been approved by the Secretary of State for financing an important part of the drainage system with a view to this work being put in hand forthwith.

Subject to the work for the drainage scheme being proceeded with we have pleasure in accepting the time of extensions mentioned in the letter from your Department dated 16th July last,† subject to the proviso that the time for extension should commence as from the date when agreement has been reached on the points still outstanding, or as from the time when the High Commissioner intimates his intention to proceed with the drainage work, whichever is the later date.

With regard to paragraph 3 in your letter of 16th July last, we may say that we are now preparing final estimates of costs for the revised scheme, and we propose that the question of any reduction in the maximum charges under the present arrangement should be deferred until same can be considered on the actual figures. At the same time we would point out that we do not consider this point of importance as regards arriving at an agreement, as the maximum earnings by the Company are limited under the Concession. In this connection we would also like you to bear in mind that the estimates at present before us show that the return on capital under the proposed modified scheme is appreciably lower than permitted under the present Concession.

In regard to paragraph 4 of your letter above-mentioned, we concur in the statement made by the High Commissioner as regards the undesirability from the point of view of the consumer of burdening the new undertaking with unproductive capital in connection with the obligation under the present Concession to take over the existing works. We are at present considering the utility of the existing works as far as same could be usefully incorporated with the Scheme under the present Concession and our views on this point will be submitted to you in due course.

We note the High Commissioner's acceptance of the proviso in our letter of 16th April last‡ in respect of the obligation to extend the scheme when required, subject, however, to the further proviso that the rate of charges should only be increased if it be proved that the rates stipulated in the Concession are found to be inadequate, which amendment we are prepared to accept.

We are proceeding with preparation of the estimates of capital expenditure which you require and will send you these at the earliest possible date; as many of our Engineers are at present on vacation you will readily understand that the estimates cannot be sent in until next month.

We are, &c.,

Power Securities Corporation Limited,

W. J. SEELEY,

Secretary.

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* No. 88. † No. 86. ‡ No. 82.

C. 67091/29 [No. 37].

No. 90.

COLONIAL OFFICE to POWER SECURITIES CORPORATION, LIMITED.

[*Answered by Nos.* 91 *and* 92.]

GENTLEMEN, Downing Street, 20th August, 1929.

I am directed by Lord Passfield to acknowledge the receipt of your letter of the 7th August* on the subject of the Jerusalem Water Concession. The Secretary of State notes that you will furnish in September estimates of the cost of capital expenditure and maintenance in connection with the revised scheme.

A copy of your letter will be forwarded to the Officer Administering the Government of Palestine for his consideration.

2. I am to suggest that in order to save time and correspondence the Corporation should empower a local representative to negotiate with the Palestine Government direct heads of agreement which could be embodied in a formal document drafted in this country and I am to inquire whether the Corporation agree to this course. If so, Lord Passfield would further suggest that they should empower their representative forthwith, so that negotiations may be started without delay in regard to heads of agreement which are not affected by the outstanding points.

I am, &c.,

O. G. R. WILLIAMS.

C. 67091/29 [No. 40].

No. 91.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

SIR, 66, Queen Street, London, E.C.4, 30th September, 1929.

Jerusalem Water Concession.

WITH further reference to your letter of 20th ultimo,† we regret that we have not been able as yet to complete the information which we require to deal fully with the outstanding points in your letter dated 16th July last.‡ You will no doubt appreciate that for the purpose of specifying definitely which of the existing works could be usefully incorporated with the present Concession it has been necessary to communicate with our Resident Engineer in Jerusalem, but owing to the recent political disturbances we have not yet received the full local information required. We hope, however, to be in a position to complete our data at an early date, when we will not fail to immediately place before you full information on the points still outstanding as requested in your above-mentioned letter.

With regard to the suggestion contained in your letter of 20th August that we should empower a local representative to negotiate with the Palestine Government direct, we would say that our legal adviser resident in Palestine is now on his way to Jerusalem after his vacation in this country, and we hope to be in a position to advise him fully on this matter at an early date so that the heads of agreement as suggested in your letter can be prepared without further delay.

We are, &c.,

W. J. SEELEY,

Secretary.

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* No. 89. † No. 90. ‡ No. 86.

C. 67091/29 [No. 42].

No. 92.

POWER SECURITIES CORPORATION LIMITED to COLONIAL OFFICE.

SIR, 66, Queen Street, London, E.C.4, 9th December, 1929.

Jerusalem Water Concession.

WITH further reference to your letter of the 16th July last,* we have now prepared and enclose herewith statements in respect of the estimated capital cost and operating expenses relating to the proposed modified scheme, and we are therefore in a position to deal with the question under paragraphs 3 and 4 in your letter above mentioned.

For convenience we give below the data for the capacities of the modified scheme, as compared with the scheme originally contemplated:—

	Original Scheme.	*Proposed Modified Scheme.*
Pipe-line:		
Capacity per day—	Cub. m.	Cub. m.
Minimum	6,000	2,250
Maximum	11,000	4,500
Reservoir Capacity:		
Intermediary	6,000	2,250
Terminal	18,000	12,000
Minimum diameter of Supply Main ...	17″	12″

In considering the proposed capacities under the modified scheme it should be borne in mind that the present water consumption in Jerusalem (year 1927-28) totalled 104 million gallons per annum, or an average of 242,000 gallons per day (1,100 cubic metres). The modified scheme provides for an initial daily supply of 500,000 gallons or about 100 per cent. in excess of the present rate, with a maximum capacity of one million gallons for four times the present daily average consumption. It is therefore considered that the modified scheme will adequately meet the conditions in Jerusalem for a considerable number of years.

In the enclosed statements we have set out the capital expenditure which it is estimated will be incurred in connection with the modified scheme, together with estimated annual charges and revenue.

It is to be noted that with an initial daily consumption of 500,000 gallons the resultant net earnings are estimated to amount to £13,200 equivalent to a return of 2.9 per cent. of the capital cost. If and when the consumption increases to the maximum of one million gallons per day it is estimated that the net earnings would amount to £47,600. but it is to be appreciated that when the consumption approaches this maximum figure further capital expenditure would have to be incurred for extensions to meet the consumption beyond the capacity of the present proposed installation.

It is thus seen that a maximum charge of 70 mills is not sufficient in the early stages to cover the capital charges, and that it is only with an increased consumption that a return commensurate with the work involved may be anticipated.

Under the present conditions prevailing in Jerusalem it is impossible to hazard an opinion as regards the rate of the yearly increase in consumption which could be reasonably expected, but it would certainly appear that if the proposed charges for supply were given effect to, the undertaking would not for a number of years show enough to cover its Capital Charges and that increased earnings would depend to a great extent on the effect of the proposed drainage system and the future growth and development of the city.

Under these circumstances we respectfully submit that a reduction at the present stage of the maximum charge is not justified, particularly in view of the fact that under Clause 19 of the Concession the High Commissioner has the power at stated intervals to make a revision of the charges in force if in his opinion it is desirable to do so.

* No. 86.

With reference to the existing works other than Ain Farah Works, which under the provisions of Clause 18 in the Concession the Company is liable to take over, we have already expressed our concurrence with the view of the High Commissioner that it is undesirable from the point of view of the consumers to burden the undertaking with unproductive capital, which may arise under this obligation.

The only section of the existing works which would form an integral part of the new water supply undertaking would be the existing distribution systems in Jerusalem. It is, however, difficult at this stage to indicate a proper valuation of this section of the works as in all probability the trunk mains would have to be increased in size so that only a portion of the system, the extent of which cannot be ascertained at present, could be usefully incorporated with the new works We would therefore propose that this question is left over at present and no doubt the basis of an agreement can be arrived at at a later date according to the provisions of the present Concession, and be a matter of negotiations between the Government of Palestine and ourselves.

We also would refer to your letter of the 20th August last* in which it was suggested that we should empower a local representative to negotiate with the Palestine Government direct, on the heads of agreement necessary to give effect to proposed amended Concession, and would state that we have instructed Mr. S. O. Richardson of Jaffa to communicate with the Government on this subject in order to ascertain the High Commissioner's wishes and if necessary we would arrange for a representative from this office to proceed to Jerusalem in order that a final agreement on all points can be arrived at as soon as possible.

With further reference to your letter of the 6th August last,† may we inquire if any definite action has yet been taken on the proposals of the High Commissioner in connection with the drainage scheme as it would be desirable that this question should be definitely settled prior to our representative's visit to Jerusalem.

We are, &c.,
Power Securities Corporation Limited,
W. J. SEELEY,
Secretary.

Enclosure in No. 92.

JERUSALEM WATER CONCESSION.

MODIFIED SCHEME.

Particulars.

1. Proposed Size of Supply Main ... ... 12″
2. Capacity of Reservoirs:
   (*a*) Intermediate ... ... 2,250 cub. m.
   (*b*) Terminal ... ... 12,000 ,,
3. Number of Pumping Stations 4
4. Capacity of Pumping Units ... ... 500,000 gallons per 24 hours. (2,250 cub. m.)
5. Number of Pumps to be installed at each Station:
   (*a*) Initially ... ... 2, of which one as spare.
   (*b*) Ultimately... ... ... 3, do.
6. Capacity of supply:
   (*a*) Initially ... ... 500,000 gallons per 24 hours. (2,250 cub. m.)
   (*b*) Ultimately... ... ... 1,000,000 gallons per 24 hours. (4,500 cub. m.)

* No. 90.

† No. 88.

Estimated Capital Expenditure.

	£
(a) *Initial Supply of* 500,000 *gallons per diem*:	
Pumping Stations	50,000
Pipe-line	145,000
Reservoirs	30,000
	225,000
Local General Expenses and Contractors' profit, say ...	56,000
	281,000
Contingencies, say	28,000
	309,000
Distribution System	26,000
Purchase of Land, Wayleaves, &c., say	15,000
Cost of Concession and relative expenses together with interest during construction and cost of financing ...	105,000
	£455,000
(b) *Ultimate Supply of* 1,000,000 *gallons per diem*:	£
Initial Capital Cost as above, say	455,000
Additional Expenditure in respect of further pumping plant and extensions to distribution systems	55,000
	£510,000

Note.—The above Capital Expenditure does not include the cost of the Ain Farah Works for which a sum of £13,660 is payable to the Government.

Annual Expenditure.

	£	£
(a) *Supply* 500,000 *gallons per diem.*		
Operating Expenses	13,500	
Administration and General Expenses	7,500	
Maintenance and Repairs	3,000	
Sundry Expenses	1,000	
		25,000
Permanent Charges:		
Depreciation (see note *)—		
Reservoirs, Buildings and Main Pipe-line at 2½ per cent.	6,700	
Machinery and Distribution System at 5 per cent.	3,300	
		10,000
Total Annual Charges		35,000
(b) *Supply* 1,000,000 *gallons per diem.*		
Operating Expenses	23,000	
Administration and General Expenses	10,000	
Maintenance and Repairs	5,000	
Sundry Expenses	2,000	
		40,000
Permanent Charges:		
Reservoirs, Buildings and Main Pipe-line at 2½ per cent.	6,700	
Machinery and Distribution System at 5 per cent.	6,050	
		12,750
		£52,750

**Note.*—In arriving at the above Annual Charges the amount for depreciation has been based on the percentages stated in the Concession. The percentages are, however, considered inadequate and provisions might have to be made by the Company to set aside an additional amount with corresponding reduction of the net revenue available for dividend purposes.

Revenue.

Note.—Present Consumption = 252,000 gallons per diem.

	£
(a) 442,000 *gallons per diem, or* 2,000 *cub. metres.*	
Total per annum,	
730,000 cub. metres at 70 Mills	51,000
Municipal Supply,	
200 cub. metres per diem,	
73,000 cub. metres per annum at 35 Mills	2,550
	53,550
Allowance for discounts to larger consumers, say 10 per cent.	5,350
	48,200
Deduct Total Annual Charges	35,000
	£13,200
(b) *For Maximum Output of* 1,000,000 *gallons per diem or* 1,642,000 *cub. metres per annum.*	
Domestic Supply,	
1,542,000 cub. metres at 70 Mills	108,000
Municipal Supply,	
100,000 cub. metres at 35 Mills	3,500
	111,500
Allowance for discount to larger Consumers, say 10 per cent.	11,150
	100,350
Deduct Total Annual Charges	52,750
	£47,600

C. 67091/29 [No. 43].

No. 93.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

SIR, Downing Street, 31st December, 1929.

WITH reference to my Confidential despatch of the 7th October* regarding the Jerusalem Water Concession, I have the honour to transmit to you for your consideration a copy of a letter† from the Power Securities Corporation Limited enclosing statements in respect of the estimated capital cost and operating expenses relating to the proposed modified scheme.

2. As regards the inquiry in the last paragraph of the Corporation's letter, I should be glad to be furnished with a report on the state of the drainage works.

I have, &c.,
PASSFIELD.

C. 67091/29 [No. 44].

No. 94.

COLONIAL OFFICE to POWER SECURITIES CORPORATION LIMITED.

GENTLEMEN, Downing Street, 31st December, 1929.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 9th December† regarding the Jerusalem Water Concession and to inform you that the statements of estimates which accompanied your letter are being sent to the High Commissioner for Palestine for his consideration.

2. Inquiry is being made of the High Commissioner as to the present position in regard to the drainage scheme to which reference is made in the last paragraph of your letter.

I am, &c.,
O. G. R. WILLIAMS.

* C. 67091/29 [No. 41]: not printed.

† No. 92.

Printed for the use of the Colonial Office.

Middle East.

No. 25.

CONFIDENTIAL.

Report by Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B., on his Mission to the King of the Hejaz and of Najd and its Dependencies, for the purpose of negotiating a settlement of outstanding questions.

(April—June, 1928.)

COLONIAL OFFICE,
August, 1928.

Printed for the use of the Colonial Office.

Middle East.

No. 25.

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(April—June, 1928.)

COLONIAL OFFICE,
August, 1928.

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Report by Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B., on his Mission to the King of the Hejaz and of Najd and its Dependencies for the purpose of negotiating a settlement of outstanding questions (April–June, 1928).

Sir Gilbert Clayton to the Under-Secretary of State for the Colonies.

10th July, 1928.

Sir,

I have the honour to refer to Colonial Office letter No. 59092/28 of the 17th April, 1928,* relating to the negotiations which I was appointed to conduct with His Majesty the King of the Hejaz and of Najd and its Dependencies, and to submit my report on the progress and the results of my mission.

2. I left London on the 19th April, accompanied by Flight-Lieutenant G. M. Moore, M.C., and arrived in Alexandria on the 24th April. I was met by Mr. G. Antonius, C.B.E., Assistant Secretary to the Palestine Government, and proceeded on the same day to Cairo, where I was met by Mr. B. H. Bourdillon, C.M.G., Counsellor to the Residency in Baghdad, Mr. K. Cornwallis, C.M.G., C.B.E., D.S.O., Adviser to the Ministry of the Interior in 'Iraq, and Captain J. B. Glubb, O.B.E., M.C., Administrative Inspector in the 'Iraq Government Service.

3. I spent two days in Cairo, during which I had the advantage of conversation with Lord Lloyd, and also with Mr. Bourdillon, who had been specially deputed by the High Commissioner for 'Iraq to acquaint me more fully with his views on the subject-matter of the negotiations. Mr. Bourdillon left for Baghdad on the 26th April, and on the same day I left for Port Said with Captain Glubb and Flight-Lieutenant Moore, and embarked on the s.s. "Chindwin" for Port Sudan. Mr. Cornwallis and Mr. Antonius joined the "Chindwin" at Suez, as did also Mr. A. Antippa, of the Palestine Service, who had been lent as stenographer to the Mission.

4. The Mission reached Port Sudan on the afternoon of the 30th April, and sailed at noon on the following day on board H.M.S. "Dahlia" (Commander H. Cotton, R.N.), arriving at Jedda at 10 a.m. on the 2nd May. On arrival I was informed that the King had been delayed in Buraida and could not reach Jedda till

* *See* Appendix, page 84.

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the end of that week. His Majesty passed through Jedda on the 5th May on his way to Mecca, where he had to pay the customary ritual visit, and returned to Jedda on the morning of the 7th. At 10.30 a.m. on that day he received me with the other members of the Mission in formal audience, and it was then arranged that negotiations should be opened on the following day.

5. Accordingly, the first meeting took place at 8 a.m. on Tuesday, the 8th May. Negotiations were formally opened at that meeting and continued with little intermission until Sunday, the 20th May. Twelve meetings were held, at which both His Majesty and myself were present, and a detailed summary of the conversations will be found in the enclosed Record of Proceedings (Annexure 1*). Concurrently with my conversations with the King, Mr. Cornwallis held a series of meetings in committee with His Majesty's advisers (*see* enclosed memorandum and minutes, Annexure 2†), at which the subsidiary questions affecting 'Iraq were discussed. As soon as these were over, a further series of meetings were held by Mr. Antonius in committee with the King's advisers, at which questions affecting Trans-Jordan were dealt with (*see* enclosed memorandum, Annexure 3‡).

6. The first question which came up for discussion was, naturally, that of the desert posts and the incidents connected therewith. The King seized the earliest opportunity of defining his attitude; and from that attitude, as defined by him at our first meeting, he never receded. The deadlock to which our conversations carried us may be said virtually to have been reached at the end of the second meeting, when I had communicated to him the views of His Majesty's Government. My first task in this Report will be to set forth, as briefly as possible, the main points of the attitude taken up by the King, together with an outline of the course which I adopted to meet his arguments.

7. It will be remembered that the immediate cause of the present dispute was the construction by the 'Iraq Government of a post at Busaiya, which is a water-point in the desert, at a distance of some 75 miles from the 'Iraq–Najd frontier, and 55 miles from the nearest point in the neutral zone. On various grounds the King objected to the construction of that post, and in support of his objection invoked Article 3 of the first Protocol of Uqair, which reads as follows:—

> "The two Governments mutually agree not to use the watering-places and wells situated in the vicinity of the border for any military purpose, such as building forts on them, and not to concentrate troops in their vicinity."

The 'Iraq Government, on the other hand, rejected Ibn Sa'ud's contention, and held that the above clause could not by any reasonable interpretation be regarded as applying to Busaiya.

* Page 17. † Page 43. ‡ Page 63.

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8. In order fully to appreciate the King's attitude on this point, it will be necessary to relate his version of the circumstances in which the first Protocol of Uqair was drawn up. This Protocol was signed at Uqair on the 2nd December, 1922, as an appendix to the Muhammara Convention of May, 1922, in which provision was made for the fixing of a frontier between 'Iraq and Najd. Ibn Sa'ud alleges that his delegates at Muhammara had signed the Convention in error; that he (Ibn Sa'ud) had steadfastly refused to ratify it on the ground that a hard-and-fast frontier in mid-desert would be contrary to all the established usages of nomadic life; that he had repeatedly pointed out at the time that such a frontier, with its inevitable corollaries in the form of posts and fortifications in the open desert, would be repugnant to his tribes; and that he had finally given his assent only when Sir Percy Cox had offered, six months later at Uqair, to insert a clause containing such guarantees as would meet his essential objections. Thus it was, according to Ibn Sa'ud, that Article 3 of the Protocol of Uqair come into being. He maintains that it was only because of his firm belief that that Article was intended to prevent the erection of posts anywhere in the open desert on either side of the border, that he consented to accept the frontier and ratify the Convention.

9. I took the line that His Majesty's Government did not accept, and could not admit, his interpretation of Article 3 of the Uqair Protocol; that they regarded the distance of Busaiya from the frontier to be such that it could not reasonably be held to lie "in the vicinity of the frontier"; and that they were bound to uphold the principle that the 'Iraq Government, as well as the Najd Government, were at liberty to take such administrative measures within their own territory as seemed to them necessary for the better supervision of the desert. Throughout the conversations, I abstained from embarking too far upon a discussion of the merits or demerits of the posts at Busaiya and elsewhere. I preferred to take my stand on the unassailable ground of a fixed principle, namely, that, in the absence of any specific undertaking to the contrary, the sovereign right of each Government to take such internal measures as it thought necessary was one which His Majesty's Government were determined to uphold.

10. Eventually, I came to the conclusion that not only was Ibn Sa'ud unwilling on the ground of general policy to give way on the question of the posts, but also that he was precluded from doing so by the attitude of his people. I used every means of persuasion and pressure at my disposal, and when these failed I decided to recommend, as an alternative to rupture, that the negotiations be suspended. The advent of the pilgrimage celebrations which were requiring the King's presence at Mecca for over a month made it necessary to bring our conversations to a close in any case. Ibn Sa'ud accepted my suggestion, and he also agreed to a formal exchange of letters (*see* Annexure 4*), in which a peaceful *modus vivendi* was

* Page 66.

laid down between 'Iraq and Najd for the duration of the period of suspension. He insisted, however, on one stipulation, namely, that in view of the fact that he had to return to Najd by the middle of August, and that he was pledged to communicate the result of his negotiations to his people on his return, our conversations would have to be resumed or definitely broken off by that date.

11. Before a decision can be reached as to whether or not conversations should be resumed, due consideration should be given to the three points put forward by Ibn Sa'ud as a basis for a settlement. The first relates to the posts themselves. To the last, Ibn Sa'ud maintained that the demolition of the posts at Busaiya, Salman and Shabicha, and the withdrawal of their garrisons were a *sine quâ non* for the restoration of peace on the border. He argued that the habits and the mentality of the nomad tribes were such that the erection of a post at a water-point in the desert, even if built for peaceful purposes, was equivalent in their minds to a denial, or at any rate a serious restriction, of access to the water. He gave me to understand in the most friendly but explicit terms that, if the posts were maintained, he would have to decline all responsibility for the maintenance of peace. His tone was never offensive or minatory, but was consistently firm. He kept repeating that it was precisely the question of desert fortifications which had dictated his refusal to ratify the Muhammara Convention, until Sir Percy Cox had offered him a guarantee against the construction of posts in the desert. He stated on more than one occasion that if doubt were cast on the validity of his interpretation of Article 3 of the Protocol of Uqair, he would beg His Majesty's Government to search among their records of what took place at the Conference of Uqair, in order to verify the accuracy of his contention. He declared that he, for his part, was prepared to offer his records for inspection.

12. The second relates to the incursions into Najd of cars and aeroplanes from 'Iraq. The King contended that the mere crossing of the frontier by forces from 'Iraq was a breach of his sovereignty as recognised in the Treaty of Jedda, and a violation of Article 6 of the Bahra Agreement.* He argued that the action of the cars and aeroplanes had so inflamed his people that even those whom he had detailed to punish the authors of the attack on Busaiya had turned on him and loudly demanded reprisals. It was then, and only then, that a movement began which led to the concentration of some 60,000 men from all tribes, even the most law-abiding, for a retaliatory attack on 'Iraq, which only with the greatest trouble he had succeeded in preventing. He demanded an explicit assurance in writing from His Majesty's Government to the effect that Article 6 included Imperial as well as 'Iraqi forces.

* Article 6 of the Bahra Agreement reads : "The forces of 'Iraq and Najd may not cross the common frontier in the pursuit of offenders except with the consent of both Governments."

13. The third relates to the question of the surrender of fugitives from justice. Ibn Sa'ud holds that discipline cannot be effectively enforced in the open desert so long as culprits are at liberty to cross the frontier and take refuge in an adjoining territory where his forces are precluded (by Article 6 of the Bahra Agreement) from pursuing them. He had always felt, and now more than ever, that it was essential for the proper enforcement of discipline that the Governments of 'Iraq and Najd should mutually undertake to surrender fugitives from justice, and he pressed that an agreement to that effect should be the condition of any settlement.

14. I am unable to tell with any certainty to what extent Ibn Sa'ud's account of the origin of Article 3 tallies with the facts. His version of what had taken place at Uqair was detailed and circumstantial, and left me with the impression that he may have genuinely understood the provisions of Article 3 to entail a wider application than is warranted by the facts. On the other hand it may be that his version is only in part correct, and that, being made wise by recent events on the frontier, he has amplified it in an endeavour to strengthen his case before His Majesty's Government and his position towards his own people.

15. On one point, however, Ibn Sa'ud appears to have some justification for his somewhat sweeping interpretation of the phrase "in the vicinity of the frontier." In the Arabic text the corresponding phrase is *ala atraf al-hudud*, and I am informed on reliable authority that this Arabic expression is capable of a wider application than its English counterpart. *Ala atraf* means literally "on the sides of" or "at the extremities of"; and I am credibly informed that, to the Arab reader who has no English, the phrase might and probably would convey a wider connotation than can reasonably be read into the English phrase. It should be noted, moreover, that no provision is made in the Muhammara Convention or in either of the two Protocols for priority to be given to the English text, in cases of divergence between the English and the Arabic versions.

16. My own conclusions are that, whatever justification Ibn Sa'ud may have for insisting on his interpretation of Article 3, it is nevertheless essential that the principle to which I have referred in paragraph 9 above should be upheld. I am not convinced that the permanent security of the south-western confines of 'Iraq can best be ensured by a chain of far-flung posts in the open desert or that the task of defending 'Iraq will eventually be most easily and economically performed by the construction of a system of posts, the mere presence of which is bound to give rise to effervescence in Najd. The fact cannot be overlooked that, ever since the conclusion of the Bahra Agreement in November, 1925, there has been a remarkable absence of raids from Najd into 'Iraq, and that it was precisely the construction of the post at Busaiya that excited the Najd tribes to break the peace. Nevertheless, I have no doubt that,

on the principle of the sovereign right of the 'Iraq Government to take whatever defensive measures it may think fit, no concession whatever should be made.

17. On the other hand, I am of opinion that it would be neither fair nor expedient to ignore altogether the arguments put forward by Ibn Sa'ud or to underrate the difficulties of his position. His account of the genesis of Article 3 of the Protocol of Uqair and of the meaning which it has always conveyed to his mind seems to me to bear the mark of genuineness. The loose rendering of the phrase " in the vicinity of the frontier," for which there exist exact Arabic equivalents, has served only to lend justification to his reading of the clause in question. It is a matter for regret that no records are available, other than those kept by Ibn Sa'ud, of the proceedings of Uqair. In the absence of any such record and of any authoritative check on the accuracy or inaccuracy of Ibn Sa'ud's account, it would, I submit, be unfair to reject it as altogether unacceptable. It would also be inexpedient, since it would be regarded by Ibn Sa'ud as an arbitrary dismissal of the case which he has put forward and which cannot in fairness be said to be wholly unjustified.

18. I venture, therefore, to recommend that due consideration be given to the possibility of replying to Ibn Sa'ud on lines which, while safeguarding the point of principle and upholding the sovereign rights of the 'Iraq Government, might yet contain some concession of a nature to allay the effervescence prevailing in Najd and to encourage him in his efforts to keep the peace. I am of opinion that, just as we have a duty towards 'Iraq in maintaining the prestige and the interests of the Ruler and Government of that country, so we owe it to Ibn Sa'ud, who has hitherto displayed a scrupulous respect for treaties and a remarkable determination to keep to his pledged word, to go as far towards easing the difficult situation he is in as is compatible with the maintenance of a fixed principle. If it be found possible to offer him some concession, not on the principle of the right to construct posts, but on the actual programme of their location and construction, then I believe that it would be in the best interests of all the parties concerned to aim at a settlement on those lines.

19. Moreover, it should be borne in mind that the bare rejection of Ibn Sa'ud's representations might make it impossible for him to continue to exercise a moderating influence on his tribes. Without accepting all his statements at their face value, I feel that, unless he is offered some tangible concession which might enable him to continue his efforts for peace on the border there is a risk of the situation in Najd getting out of hand. I have no means by which I can gauge with any accuracy the magnitude of this risk and of its consequence, but that it exists I do not doubt, any more than I doubt the adverse effect on Ibn Sa'ud himself of what might seem to him to be a wholesale rejection of his representations.

20. I have hitherto confined myself to those representations of Ibn Sa'ud which relate to Article 3 of the Protocol of Uqair. There were two other points which he put forward as being essential to any lasting settlement, and to which I have already referred in paragraphs 12 and 13 above. The first, which relates to the definition of Article 6 of the Bahra Agreement, presents no difficulty. It was generally understood, at the time of the conclusion of the Bahra Agreement, that the term " forces " which occurs in Article 6 applied to all the regular forces of either Government. Ibn Sa'ud's request for an assurance that the term must be held, as far as 'Iraq is concerned, to include Imperial as well as 'Iraqi forces is, therefore, a proper one. But I venture to recommend, since the question has arisen in this form, that the opportunity be seized of obtaining a similar assurance on Ibn Sa'ud's part as to the precise meaning of the term when applied to the forces of Najd. It is a matter of common knowledge that Ibn Sa'ud does not maintain a regular standing army, and that he relies, for the purposes of military action, on the armed contingents of Ikhwan which his tribes are able from time to time to supply. I think it advisable, in order to preclude the possibility of equivocation on his part in the future, to obtain from him an acceptable definition of what must be held to constitute the " forces " of Najd, similar to that which he asks for from 'Iraq.

21. A clear understanding on this point is the more desirable in view of the attitude which I took up when replying to Ibn Sa'ud's protest against the violation of his frontier by aeroplanes and armoured cars. In this connection, I refused to recognise the affair at Busaiya as a raid within the meaning of the Bahra Agreement, but maintained that it was a premeditated attack by armed tribesmen who belonged to the very elements which constituted the fighting forces of Najd, on an official post within the territory of a friendly State; and that this attack amounted in itself to a violation of the provisions of Article 6 of the Bahra Agreement, and had led to a situation in which His Majesty's Government were forced to take adequate measures for the defence of 'Iraq.

22. The other point (*see* paragraph 13 above) relates to the surrender of refugee offenders. This is not a new theme, and reference to my Report* on the negotiations at Bahra will show that Ibn Sa'ud's request had been rejected in deference to the views of the 'Iraq Government. I have been given to understand, however, that the 'Iraq Government would be willing to reconsider their attitude on this matter.

23. The exchange of notes laying down the agreed terms of suspension of conversations was nearly prevented by an unfortunate development four days previous to my departure. Draft notes had been agreed upon in conversation, and Ibn Sa'ud had left for Mecca, but before they could be officially exchanged I received an indignant

* Middle East, No. 7.

letter from Ibn Sa'ud, dated the 22nd May, supplemented by a verbal statement conveyed to me by his advisers. The gist of these communications was to the effect that Ibn Sa'ud had just received a detailed and circumstantial report informing him that on the 25th or 26th April eight armoured cars had visited Aiwij and tried to persuade tribes to migrate into 'Iraq; that a few days later three aeroplanes had flown over Lina and dropped bombs; and that on or about the same date other aeroplanes had flown over the Bashuk area.

24. Ibn Sa'ud's letter of the 22nd May is attached to this Report (Annexure 7*), but in his verbal protest, which was couched in much stronger terms, he stated that :—

(*a*) He wished His Majesty's Government to enquire fully into the causes of the incursion which had taken place after peaceful conversations had been agreed upon, and even after my departure from London, and to fix the blame upon those responsible;

(*b*) He did not wish it thought that mere compensation would satisfy him;

(*c*) He reserved all his rights until a satisfactory explanation had been furnished;

(*d*) He made this communication verbally, as he did not wish to embarrass me more than he could help.

25. It was obvious that Ibn Sa'ud was incensed to such a degree as to make it certain that, unless he received some satisfaction, he would refuse to sign the conditions of suspension, and thus involve a definite rupture. I, therefore, wrote to him on the same day (*see* my letter of the 22nd May, Annexure 7†) agreeing that any such incidents as those of which he complained would be contrary to the spirit of our negotiations and promising to report the matter without delay with a view to obtaining explanations and further information. In the meantime, I telegraphed to the High Commissioner at Baghdad to request a statement of the facts (*see* my telegram No. 69 of the 22nd May, Annexure 7‡). On the following day I received a reply from Sir Henry Dobbs from which it appeared that, although no bombs had been dropped and explanations of the action taken were given in detail, the frontier had, in fact, been crossed on the occasions mentioned (*see* Sir H. Dobbs' telegram No. 93 S. of the 23rd May, Annexure 7§). Ibn Sa'ud's main complaint to the effect that his frontier had been violated afresh, even after peaceful negotiations had been mutually agreed upon, was thus shown to be based on fact, and, in view of his extreme indignation and the critical nature of the situation thereby created, I was convinced that to put forward the High Commissioner's explanations and arguments at that moment would be worse than useless, and would probably make a rupture

* Page 79. † Page 78. ‡ Page 80. § Page 81.

inevitable. I therefore added nothing further to my letter of the 22nd May, which at least had the result of easing the situation sufficiently to secure Ibn Sa'ud's signature to the conditions of suspension (*see* my telegram No. 77 of the 25th May, Annexure 7*).

26. Ibn Sa'ud will doubtless raise the question again when we resume conversations, and I shall have to give him an answer. I suggest, in that event, furnishing him with the explanations supplied by the High Commissioner of 'Iraq. These explanations, however, are not likely to satisfy him, and in all the circumstances I am of opinion that it would be proper, and most certainly politic, to accompany them by a suitably-worded expression of regret.

27. During the course of our conversations I made it clear to Ibn Sa'ud that the 'Iraq Government would require to be compensated for the lives and property destroyed in the attack on Busaiya Post, and would also expect that the loss of life and live stock occasioned to 'Iraq tribesmen by the subsequent raids should be made good in accordance with the procedure laid down in the Bahra Agreement. His Majesty did not make any direct reply to this statement, and I did not think it advisable to pursue the question pending settlement of the main point of difference; but his advisers made it quite clear that the Najd Government proposed to submit a heavy counter-claim in respect of losses suffered by Najdi tribesmen during the course of the operations carried out by the Royal Air Force.

28. I shall now proceed to report on the progress made in the discussion of the subsidiary questions. In paragraphs 14 to 24 of your letter under reference, mention is made of seven questions affecting the relations of Ibn Sa'ud with His Majesty's Government. The first relates to Italy's new position in Arabia. On that subject I had a long conversation with the King, which is summarised in the Record of Proceedings (Annexure 1, minutes of 9th meeting†) and more fully reported in the despatch which I shall have the honour to address to you separately.

29. The second relates to the position of the Sharifian rulers of 'Iraq and Trans-Jordan and their traditional hostility to Ibn Sa'ud. This question, which has long been a thorn in the latter's side, was frequently touched upon by him in our conversations. At the very first meeting I had with him, he gave bitter expression to his conviction that the scheming hand of King Faisal could be detected behind the present trouble, and that the dropping of warning notices and bombs had been cleverly prompted by the King of 'Iraq, who was a past master in the art of alienating Arab tribes and undermining his (Ibn Sa'ud's) ascendancy over them. I felt it necessary there and then to interrupt the King and give him a polite hint that, while I was always ready to lend a sympathetic ear to his grievances,

* Page 82. † Page 35.

I was not prepared to listen to aspersions on King Faisal's character, which seemed to me to exceed the bounds of legitimate criticism. I also gave him to understand, on more than one occasion, that the attitude and policy of His Majesty's Government towards himself were in no way influenced by the personal feelings of King Faisal and the Amir Abdullah. Whatever the effect of my words may have been, I failed to see any indication of a change in Ibn Sa'ud's attitude, or in his conviction that the Hashimite brothers were at the bottom of all his tribulations with His Majesty's Government.

30. The next four questions, namely, those relating to—

(i) The activities of Bolshevik agents in the Hejaz ;

(ii) The Hejaz Railway ;

(iii) The abolition of Capitulations in the Hejaz ;

(iv) The Haramain Waqfs ;

were not brought up by Ibn Sa'ud or by his advisers for discussion, and I abstained from taking the initiative in broaching them. From a perusal of the files at the British Agency, it was clear that Mr. Stonehewer-Bird had all the required information at his disposal and was in a position to deal with the questions if and when they were raised by Ibn Sa'ud.

31. The seventh question, which formed the subject of paragraphs 20 to 24 of your letter under reference, relates to the appointment of an arbitrator to adjudicate upon past raids across the Najd–Trans-Jordan frontier, and of a permanent Raids Officer to supervise the occurrence of future raids. This question was discussed at my seventh meeting with the King (*see* Annexure 1, minutes of seventh meeting*). His Majesty informed me that he was still in favour of the appointment of a British arbitrator, but that for various reasons he felt compelled to insist on certain conditions prior to the appointment of the arbitrator. On my suggestion, it was agreed that the matter be fully discussed between his advisers and Mr. Antonius in committee. A series of committee meetings then took place, of which the proceedings are summarised in the memorandum drawn up by Mr. Antonius (*see* Annexure 3†).

32. As will be seen from that memorandum, Ibn Sa'ud is now pressing for the laying down of terms of reference designed to define the powers and duties of the arbitrator. His proposals seem to me to be on the whole fair and acceptable, and in this view I am supported by Lord Plumer and the British Resident at Amman with whom I discussed the matter fully during my brief stay in Jerusalem. But there is one clause in the terms of reference which appears to me to be unacceptable, namely, clause 5, which purports to exclude from the purview of the arbitration all past claims which were not officially registered at the time or soon after the occurrence of the

* Page 31. † Page 63.

raid. I am of opinion, and Lord Plumer concurs, that the adoption of this clause would mean that one of the two parties (in this case, Trans-Jordan), is to be deprived of a fair hearing on grounds of the omission of a formality which was not specifically laid down in the Hadda Agreement, and which would amount to an improper restriction of the discretion of the arbitrator who should alone decide whether a particular claim is worthy of being heard.

33. The King pressed insistently for the adoption of that clause, and his advisers informed Mr. Antonius that, unless it were inserted, he could not see his way to assent to the proposed arbitration. I refused to give way on that point, and, in view of the King's insistence, it was not possible to arrive at a final agreement on the terms of the proposed arbitration.

34. I would recommend, as a possible way out of the difficulty, that I should be authorised to inform His Majesty that, although His Majesty's Government cannot admit a condition of that nature which they regard as unnecessary and improper, they are prepared to give him an assurance to the effect that his views on that point would be fully communicated to the arbitrator. I would also recommend that the agreement to be arrived at prior to the appointment of the arbitrator should be recorded, not in a separate instrument as Ibn Sa'ud proposes, but in an exchange of notes. If this is approved, I should propose to address identical notes to the two Governments stating the conditions on which the arbitrator is to be appointed and asking each Government to inform me of its willingness to accept those conditions and abide by the terms of the adjudication.

35. The cognate question of the appointment of a permanent Raids Officer was discussed at the following meeting (*see* Annexure 1, minutes of 8th meeting*). I explained to the King the reasons why it had not been found practicable to adopt his former proposal. He saw the force of my explanations and declared himself in favour of postponing the consideration of this question until the proposed arbitration had materialised and effected a liquidation of past raids.

36. In a second letter† from you bearing the same number and date as your letter under reference, mention is made of two other questions. The first relates to the attack committed in February last by Ruwala tribesmen led by Farhan Ibn Mashur on certain sections of the Bani Sahkr tribes. In compliance with your instructions, I informed Ibn Sa'ud that His Majesty's Government appreciated his attitude on that point and hoped that he would effect a settlement fully compensating the Bani Sahkr tribes for their losses. Before I left Jedda, however, I received a verbal message from the King, who was then at Mecca, to the effect that news had just been received of a series of raids committed by Trans-Jordan tribes on

* Page 33. † Page 91.

tribes in the Wadi Sirhan, who were subject to him. I was not in a position to confirm or contradict the news, nor was I able when I visited Jersusalem ten days later to obtain any confirmation. I am given to understand, however, that news has since been received from Trans-Jordan which tends to confirm the accuracy of Ibn Sa'ud's information. If that is so, perhaps you will think it fit to convey to Ibn Sa'ud an assurance that the Trans-Jordan Government will take prompt and adequate measures to deal with the situation created by the raids on his tribes.

37. The second question relates to the air-route along the south-western coast of the Persian Gulf and the supply of British pilots and mechanics to organise and operate Ibn Sa'ud's air service. On this question I made no attempt to approach Ibn Sa'ud. No settlement in regard to the main object of my mission having been arrived at, I did not judge it desirable to broach the question, even tentatively.

38. In your letter No. 59092/28 of the 18th April,* mention is made of a proposal put forward by the High Commissioner for 'Iraq, for a revised interpretation of Article 5 of the Bahra Agreement. This matter was discussed at Jedda, and Ibn Sa'ud signified his agreement to the principle of the revised interpretation as proposed by the High Commissioner for 'Iraq and concurred in by the High Commissioner for Trans-Jordan. In view, however, of the deadlock on the main question, it was not possible to secure Ibn Sa'ud's final assent to this proposal.

39. On his side, the King put forward a proposal for the conclusion of a Bon Voisinage Agreement, which was fully discussed between his advisers and the 'Iraq delegates. Similar discussions took place on the subject of the proposed Extradition Agreement, on the basis of the draft brought by Mr. Cornwallis and approved by the Council of Ministers in Baghdad. The proceedings and the progress made with regard to both Agreements are fully reported in Annexure 2,† while the texts of the relevant drafts will be found in Annexures 5 and 6.‡ I am of opinion that the conclusion of two such agreements would be a distinct step forward in the direction of improving the relations between 'Iraq and Najd. I would also recommend that efforts be made to obtain the assent of the Trans-Jordan Government to the conclusion of two similar agreements between Trans-Jordan and Najd. Lord Plumer, with whom I discussed this matter in Jerusalem, declared himself thoroughly in favour of my proposal.

40. In the absence, however, of an amicable settlement on the major question of the posts, I do not anticipate that Ibn Sa'ud would consent at this stage to the conclusion of either of the proposed agreements. But this contingency need not deter the 'Iraq

* 59092/28 [No. 12 C.]; not printed. † Pages 43–62. ‡ Pages 69–77.

Government from drawing up their own proposals in the light of Mr. Cornwallis's report to them; so that, in the event of my Mission being sent out to resume negotiations with Ibn Sa'ud, I might find it possible to carry discussions a stage further towards finality.

41. One other question was brought up by Ibn Sa'ud, namely, the appointment of accredited Najdi representatives in the mandated territories of 'Iraq, Palestine and Trans-Jordan. His Majesty gave me to understand that he was dissatisfied with the growing number of contentious disputes, mostly of a trivial nature, which arose between Najdi trading caravans and petty officials in Trans-Jordan and Palestine. He also felt the need of a tactful and reliable person to represent him and defend his interests before the Governments of 'Iraq, Palestine and Trans-Jordan. Another reason which had prompted this proposal on His Majesty's part was his dissatisfaction with the delays which often took place in the exchange of letters and messages. He proposed that a fully-accredited representative should be appointed by him to Baghdad, and another to Jerusalem. The latter's credentials would cover both Palestine and Trans-Jordan.

42. On this question, too, I am of opinion that the adoption of Ibn Sa'ud's proposals would be a step in the right direction. I am informed by Mr. Antonius that the High Commissioner for Palestine is prepared to assent to the appointment of a Najdi representative in Jerusalem. It would be desirable that the views of the 'Iraq Government on this matter be ascertained at an early opportunity. The appointment of a Najdi representative in Baghdad would entail the prior recognition by 'Iraq of Ibn Sa'ud as King of the Hejaz and of Najd and its Dependencies, and there is reason to believe that King Faisal would not readily assent to the granting of such recognition. It cannot be denied, on the other hand, that the formal recognition of the *de facto* sovereign of an adjoining country with which 'Iraq is in friendly treaty relations cannot be indefinitely withheld without prejudice to good relations between the two countries, and it is a matter for consideration whether the present crisis does not afford a suitable opportunity to grant Ibn Sa'ud the recognition on which he not unnaturally lays great stress. In this connection I would point out that Ibn Sa'ud's proposal for the conclusion of a Bon Voisinage Agreement will stand or fall according as the desired recognition is granted, or withheld.

43. On the 20th May, the King proceeded to Mecca after a formal farewell meeting at the Mission House on the afternoon of that day. His principal advisers remained in Jedda, where two or three meetings were held daily with them. On the 22nd May, Mr. Cornwallis and Captain Glubb sailed for Egypt, where they returned to Baghdad by air. On the 25th May, I sailed from Jedda on board H.M.S. "Dahlia" for Port Sudan, with Mr. Antonius and Flight-Lieutenant Moore, and on the morning of our arrival in

Port Sudan, I left for Cairo by the overland route. On the day of my arrival in Cairo (31st May) I proceeded to Jerusalem, where I conferred with the High Commissioner and the British Resident, Amman, on the matters affecting Trans-Jordan. After a stay of two days in Jerusalem, I proceeded with Mr. Antonius and Flight-Lieutenant Moore to Port Said, where we embarked on the P. & O. s.s. "Naldera."

44. I cannot close this Report without expressing the gratitude of myself and the members of the Mission to His Majesty the King of the Hejaz and Najd and to the officials of his Government for their unvarying courtesy and consideration. Our conversations were conducted throughout in an atmosphere of amity and mutual confidence, and everything possible was done for our comfort and convenience.

Mr. Stonehewer-Bird and his staff gave us every help, and I should like especially to mention Mr. Seagar and Mr. Thacker, of the Consular staff, on whom the presence of the Mission threw considerable extra work.

The presence of Mr. Cornwallis and Captain Glubb was of great assistance. Their knowledge of local conditions in 'Iraq was always at my disposal, and I feel that it is of value for the future that they should have had the opportunity of making personal acquaintance with Ibn Sa'ud and his advisers.

The course of the conversations was not such as to afford a favourable opportunity of discussing questions immediately concerning the Air Ministry, so that Flight-Lieutenant Moore's services were not utilised to the full. At the same time, I found his knowledge and experience of desert conditions and tribal matters in 'Iraq of great value.

I have to thank the Palestine Government for lending the services of Mr. A. Antippa as clerk to the Mission. He was both efficient and indefatigable, and performed his somewhat arduous duties to my entire satisfaction in conditions of some discomfort and inconvenience.

I can only say of Mr. George Antonius that, as on previous missions of a similar character, his unique knowledge of Arab psychology, his sound judgment and his unrivalled linguistic qualifications were placed unsparingly at my disposal. His services have been invaluable not only in the conduct of the conversations, both with Ibn Sa'ud and his advisers, but in the preparation of this Report.

I have the honour to be,
Sir,
Your obedient servant,
GILBERT CLAYTON.

ANNEXURE 1.

RECORD OF PROCEEDINGS.

First Meeting.

The first meeting took place at 8 a.m. on Tuesday, the 8th May, in the King's House, and was attended by the King, his four Advisers, Mr. Antonius, and myself.

2. I opened proceedings with the customary greetings and then informed the King of the object and composition of my Mission, emphasizing the fact that I had come out as Plenipotentiary on behalf of His Majesty's Government. I then said that His Majesty's Government, who naturally took a very serious view of recent events on the 'Iraq frontier, were still confident that a frank and friendly discussion between the two parties would lead to a settlement, and had, therefore, ordered me to come out. Lastly, I pointed out to His Majesty that the object of these discussions was not merely to agree upon and liquidate the events of the past but, what was even more important, to devise measures to prevent their occurrence in the future.

3. The King replied with a long statement, which may be briefly summarised as follows :—

(*a*) He was absolutely convinced that the intentions of His Majesty's Government were friendly and that they had no desire to interfere in the internal affairs of his country.

(*b*) One of the most mischievous causes of discord was the practice of intrigues set afoot by members of the Hashimite family, who sought not only to weaken his position but also to embroil him with His Majesty's Government.

(*c*) Another factor was the unconscious credulity of British officials who were sometimes too prone to believe inaccurate reports spread with mischievous intent by self-interested persons.

Having dwelt at length on those three points, and having reminded me of the numerous occasions in the past on which he had cause to draw the attention of His Majesty's Government to these factors, the King went on to give a long account of the circumstances which had led to the conclusion of the Protocol of Uqair. His argument was designed to show that Article 3 of the Uqair Protocol was concluded solely as a means of enabling him to accept the frontier between 'Iraq and Najd, which was the main feature of the Muhammara Convention. He denied the allegation that he was not fully prepared to carry out his previous agreement, or that his representations on the subject

of the Muhammara Convention were in any sense a disavowal of its provisions or a repudiation of his signature. He had every intention of respecting his undertaking, but he wished to explain how and why that undertaking came to be given. The Muhammara Convention had been signed by his delegate in contravention of the instructions issued to him, and he (Ibn Sa'ud) had refused to ratify it. When Sir Percy Cox came to Uqair six months later and insisted on the ratification of the Convention, King Ibn Sa'ud found himself faced with the choice between breaking with His Majesty's Government and consenting to a frontier which in his opinion violated the established nomadic customs of the country. It was then that the Protocol of Uqair, with the all-important Article 3, came into being. The object of this Article was to minimise the harm of a frontier in nomadic desert country and its whole intention, as far as Ibn Sa'ud was concerned, was that every water-point in that territory on either side of the frontier should always be left free of access and should not carry any fortification or any concentration of forces. That is why, added the King, it is impossible for me or my people to consent to the erection of posts in that desert.

4. I said to His Majesty that, without wishing to interrupt his discourse or tacitly accept all the statements he made, I found it necessary to ask him three questions in elucidation of his meaning. The first was whether he considered that no fortification of any kind was to be erected anywhere in the desert from one end to the other. The second was whether he made any distinction between a military fortification erected for military purposes and a police post erected for the purpose of better supervision and control in the desert. The third was whether I was to understand that he objected to the 'Iraq Government taking any administrative measures within its own frontier for the better policing of the desert area.

5. The King did not give an explicit or complete reply to my questions. He began by deriding the notion that the fort at Busaiya could be regarded as a police post. He felt that, in the desert, no distinction in fact could be made between a military post and a police post, and that the material point at issue was whether certain water-points were or were not to be used as a base for armed men, buildings, and in general a display of armed force.

6. I reverted to my question relating to the desert area, and asked the King again explicitly to inform me whether he understood from the provisions of Article 3 that no fortification of any kind was to be erected anywhere at any point in the desert, and what he meant by that desert. The King replied that from his point of view, all that need be considered was that area across which an artificial frontier had been drawn in the Muhammara Convention. He repeated that, at Uqair, he was faced with the choice between accepting a frontier in a country where nomadic conditions precluded the establishment

of any barrier on the movement of tribes, and the alternative of a rupture with His Majesty's Government. The solution of the difficulty presented by that awkward choice had been found in Article 3 of the Protocol of Uqair which, to his mind, meant clearly that no posts of any kind were to be established by either Government for any purpose at any of the water-points dotted about that desert area which was the traditional roaming-ground of the nomad tribes of both 'Iraq and Najd.

7. The King made a great point of this argument and repeatedly stated that that was, and always had been, his interpretation of Article 3 of the Protocol. He launched into a long discourse about the causes which had led him to insist on that provision, and to cite facts in support of his contention that such a provision was absolutely necessary for the maintenance of age-long tribal rights and for the preservation of peace. He alluded again to the incidents connected with Yusuf Sa'dun, Fahd ibn Hazzal, Hamud ibn Swait, etc., and dwelt at length on King Faisal's rôle as the villain of the piece. He then went on to cite, as yet another instance of King Faisal's misdoings, the warning notices and bombs dropped by aeroplanes on tribesmen in Najd territory, and said that when the news of this extraordinary action had reached Riad, the women in the palace had jeered at their menfolk, and that even his own father had refused to receive him.

8. I said to His Majesty that he appeared to have received an exaggerated account of the occurrences, that it would be well for him to consider carefully whether King Faisal's actions had been misreported to him, and that in any case His Majesty's Government were fully cognisant with events on the 'Iraq side. My object was to give His Majesty a strong hint that the argument of Hashimite intrigues might be pushed too far and to prepare him for a sharper rejoinder in the future. I also said that his statements about the origin and implications of Article 3 of the Uqair Protocol differed substantially from the interpretation put upon them by His Majesty's Government, and that this showed the necessity for further discussion with a view to a closer definition of its real import.

9. His Majesty did not give a direct reply to this remark but went on with the narrative of events on which he had somewhat excitedly embarked. He said that when news of the erection of a fort at Busaiya reached him from his discontented people, he tried to reassure them by showing them the Protocol of Uqair, the contents of which he had not revealed to them previously. He then protested to 'Iraq, but before his protest had received satisfaction the fort had been attacked by Faisal-al-Dawish. He was not going to attempt to condone or minimise the action of the Mutair in attacking that fort, and in evidence of this he stated that as soon as he had heard of the attack he ordered the cutting off of supplies from the Mutair,

and sent out two punitive expeditions to march out against them. At the same time he took steps to stay the infliction of the punishment until he had received an assurance from the 'Iraq Government that, in the event of his punishing Faisal-al-Dawish, the latter would not be allowed to take refuge in 'Iraq, but would be promptly handed over to him. Before that assurance was received the aeroplanes had flown over his territory, dropped warnings, and subsequently bombed not the guilty parties but tribesmen of the Harb, Shammar, Subaihi and Anaiza, and indeed the very punitive force which he had sent out against the Mutair. It was then, added the King, that events took a very serious turn. The action of the aeroplanes had turned the wrath of his own loyal tribesmen and his own Ikhwan not only against British authorities in 'Iraq, but also against himself. He did his best to prevent the occurrence of a big retaliatory attack on 'Iraq, for which some 60,000 men had mustered. He sent out various emissaries, including Ibn Humaid and Sa'ud al-Arafa, to the chiefs concerned, and he even found it necessary to confess to them quite frankly that he was heart and soul with them in their execration of the aeroplane action ; begging them at the same time to stay their attack until negotiations had taken place with His Majesty's Government. He dwelt at great length on the difficulty he had had in staving off the attack, and admitted that when eventually he went in person to Buraida to meet the chiefs concerned, so great was the feeling that for ten days they refused to come to see him. Hence, by the way, his delay in arriving in Jedda. That, added His Majesty, was the gist of the story. He had nothing more to add, beyond a suggestion that he wished to put clearly on record, namely, that the only way by which order could be restored in some lasting way was for an agreement to be concluded between the two parties on the following conditions :—

(*a*) That no fort or fortified post of any kind is to be erected at any of the water-points in the area concerned ;

(*b*) That the two Governments of Najd and 'Iraq should mutually undertake to hand all refugee offenders back to the Government to whom they belong ;

(*c*) That steps be taken to put an end to the practice of officials corresponding with tribes belonging to the other Government.

The King concluded by saying that he had laid all his cards on the table before me, and that he saw no possibility of a settlement unless the principles contained in the above suggestion were immediately adopted.

10. The interview had lasted over two hours and a half, and I did not think fit at that juncture either to pursue the argument further or even to attempt to refute some of the unjustified statements made by the King. I contented myself with expressing my

appreciation of the full and frank nature of his remarks, and said that I should like at the next meeting to acquaint him, with like frankness, with the views of His Majesty's Government. The meeting rose at 10.40 a.m., on the understanding that His Majesty would attend a meeting in the same afternoon at the Mission House.

Second Meeting.

The second meeting took place at 4 p.m. on Tuesday, the 8th May, at the Mission House, and was attended by the King, with his four advisers, Mr. Antonius and myself.

2. I opened proceedings by suggesting to His Majesty that, as he had given me a full and frank narrative of recent events as he saw them, so it might be useful if I were to give him a similarly frank account of events as they appeared to His Majesty's Government. I began by explaining to the King that the measures taken on the 'Iraq side, at any rate all the important ones, had been taken with the approval of His Majesty's Government and in some cases on their initiative ; and that consequently the responsibility for those measures was fully shouldered by His Majesty's Government. I then gave Ibn Sa'ud the following summary of events.

3. I observed that His Majesty had made in the morning a great point of explaining his interpretation of Article 3 of the Uqair Protocol. It was my duty at the outset to point out to His Majesty that the interpretation put upon that Article by His Majesty's Government differed widely from his. His Majesty's Government had never intended and could not admit that that Article should be used to prevent either Government from exercising their undoubted right, indeed their duty, of taking such administrative measures for the supervision of the desert area as they might think necessary from time to time. In the second place, I pointed out to His Majesty that the Article dealt only with fortifications of a military nature, whereas the buildings that had been erected at Busaiya were clearly nothing more than a small police post for the better supervision and administration of the district I dwelt at some length on this distinction, and reminded His Majesty of the discussions and the correspondence that had taken place at Bahra with regard to the demilitarisation of Kaf. Thirdly, I pointed out that the great distance of Busaiya from the frontier made it out of the question to describe it as being " in the vicinity of the frontier."

4. The history of the events leading up to the crisis was briefly as follows :—

In November, 1926, the 'Iraq Government decided to put up a small police post at Busaiya, largely with a view to checking raiding from or through 'Iraq into Najd, and no notice was taken of this

action until September, 1927, when His Majesty first wrote to protest against the establishment of the post. In the interval, the Acting High Commissioner for 'Iraq had (in August, 1927) written to inform His Majesty of the reasons which had led the 'Iraq Government to establish the post. While correspondence was still proceeding on the subject, news was suddenly received of a savage attack on the post, the slaughter of all its occupants and the destruction of the building (5th November, 1927). I asked His Majesty to try to visualise the effect on public opinion not only in 'Iraq but also in England, of the news of a so brutal and unprovoked an attack by his people on a Government post in the territory of a friendly State. In spite of heavy pressure and grave provocation, His Majesty's Government abstained from taking any punitive or retaliatory measures, and, relying on his friendship and sense of fairness, contented themselves with protesting and demanding prompt justice. I ventured to think that His Majesty would appreciate the moderation shown by His Majesty's Government, all the more so as the attack on Busaiya could not be regarded as a raid in the ordinary tribal sense ; it was, in fact, a premeditated attack of an unusually ferocious nature, from the territory of a Government with whom only a few months ago His Majesty's Government had concluded a treaty of amity and peace, on territory for the defence of which they were responsible. While His Majesty's Government and the 'Iraq Government were patiently awaiting the measures which they expected His Majesty to take, a series of attacks began, in rapid succession to one another, all of them emanating from Najd. There was no evidence of any prompt action on the part of His Majesty, and it seemed clear that some of his tribes had got out of hand. I had no doubt that His Majesty, who was so famous as a man of action, would appreciate the position of His Majesty's Government, in circumstances when lives for which they were responsible were being lost, and when public feeling both in Great Britain and 'Iraq was running high. His Majesty's Government could delay no longer, and were obliged to take action in order to bring the situation under control. Ibn Sa'ud was immediately informed of His Majesty's Government's decision, and the necessary measures were put into operation. Meanwhile, in their desire to avoid the taking of any hostile action, His Majesty's Government had written to ask His Majesty whether he would receive a British delegate with a view to putting an end to the trouble by friendly negotiations, but His Majesty had found it impossible in the circumstances to receive him. I wished to ask His Majesty : what could any Government worthy of the name do in such circumstances other than use such means as were at their disposal to repel this stream of attacks ?

5. I then referred to the dropping of warning notes and bombs over Najd territory, a measure against which His Majesty had strongly protested at the morning's meeting. I gave him the reasons for

those warnings, and explained that when His Majesty's Government found that it was imperative to repel and pursue raiders, they determined at the same time to take all possible steps to minimise the risk of damage to people who were unconnected with those raids. The only practical way was by dropping printed notes of warning to the tribes who were located at the time just over the border, and His Majesty must realise that this action was taken in the interests of his subjects. It was not correct to judge the dropping of warning notes as an isolated measure ; it was a consequence of the decision to take active measures for the protection of 'Iraq against attack and as a precaution to safeguard innocent subjects of His Majesty.

6. I concluded my somewhat lengthy statement by thanking His Majesty for his patience in listening to me and in allowing me to speak to him in such frankness. He himself had been so outspoken in the morning that I had been encouraged to speak to him in the same measure of frankness in order that no doubt might be left in his mind as to the attitude of His Majesty's Government in this matter.

7. His Majesty replied by saying that in his life he had encountered two species of negotiators. The first was the kind who preferred, for fear of hurting his feelings, to gloss over difficulties and reproaches. The other kind went straight to the point and spoke frankly regardless of the pain that they might inflict. He had always had a marked predilection for the latter kind, and he wished to express his appreciation of my frankness. He said that he had a few observations to make on my statement.

8. The first was that he wished to emphasise his own interpretation of Article 3 of the Protocol of Uqair as being the correct one, and he begged me for verification to refer to the record of proceedings which Sir Percy Cox must have kept. Secondly, he wished to point out very briefly that in his view no distinction could be drawn between a military post and a police post in all matters relating to desert life. It was obvious that the King did not believe that the establishment of a post at Busaiya was merely an administrative measure. He denied that a post garrisoned by police could exercise any real check upon the movements of raiders. He repeated that, whatever the rights and wrongs of the case may have been and whatever provocation His Majesty's Government may have received from Faisal al-Dawish's attack (of which he strongly disapproved) the fact remained that the action of the Royal Air Force was a flagrant infringement of agreements concluded between him on the one hand, and His Majesty's Government and the 'Iraq Government on the other. That, said His Majesty, with some warmth, is the real point at issue. He admitted that his subjects had committed thoroughly unjustifiable attacks on 'Iraq, which called for stringent punishment ; but, on the other hand, it was incumbent on His Majesty's Government to

admit that they, too, had taken action which violated his frontier and his recognised sovereignty. He added that only in the admission by both parties of the faults committed could we find a basis on which to negotiate the desired settlement, and he asked me again with some insistence to give careful consideration to that essential basis of agreement.

9. As the appointed time for the sunset prayer was drawing near, His Majesty rose, and the meeting came to an end at 5.45 p.m. It was arranged that I should meet His Majesty on the following morning in his house, and that I should bring with me all the members of the Mission.

Third Meeting.

The third meeting was held in the King's House at 8 a.m. on Wednesday, the 9th May, and was attended by the King, with his four advisers, while I was accompanied by Mr. Cornwallis, Mr. Antonius, Captain Glubb and Flight-Lieutenant Moore.

2. I opened the meeting by proposing a discussion on the extradition of criminals, and asked His Majesty for his views.

3. The King replied that extradition of criminals was essential for the maintenance of peace and good order, and was normally enforced between friendly Governments. He added that it was especially necessary for tribes who were naturally lawless and would not preserve order if they had any means of escaping from punishment.

4. I then asked whether the King wished to include the crime of raiding as an extraditable offence.

The King stated that precautionary measures would not be necessary were it not that certain secret influences were at work to destroy peace. He pointed out that the Arabs were essentially lawless and could not be controlled without some extradition agreement. As an example, he cited the case of Faisal al-Dawish. As a result of the economic boycott declared against him, the Mutair Chief's followers had dwindled down to 200 men, and his supplies were exhausted. But even then he (Ibn Sa'ud) hesitated to inflict the desired punishment lest he might escape and take refuge in 'Iraq. He also quoted the case of Naif ibn Humaid and the Mutair tribesmen who had taken refuge and been harboured in 'Iraq, and of whom some were still in 'Iraq; and also the case of Ibn Mijlad. He denied that he had any ulterior motives, and stated that it was ridiculous to imagine that he wanted to be King of 'Iraq. In point of fact he had no quarrel with the 'Iraqis All he desired was to ensure peace. Whether peace was to be attained or not rested now with His Majesty's Government.

5. I observed that the principle of extradition had been agreed to at Bahra, that the main point for discussion was the definition of extraditable offences, and that I wished to put on record the fact that neither the 'Iraq Government nor His Majesty's Government could admit political offences as being extraditable. I suggested that His Majesty's advisers and the delegates from 'Iraq might meet and discuss the definition. The King agreed to this suggestion. I then pointed out again that if an Englishman, for example, opposed the Government in England or rebelled and then fled to a foreign country he would not be liable to extradition because these were political offences. The King at first replied that the omission of rebellion from extraditable crimes would nullify the value of the agreement, but he modified this statement by going on to say that he did not attach importance to the case of politicians who merely wrote or talked. He said that if His Majesty's Government did not fear that such persons would create trouble he also attached little value to them, more especially as there were no politicians in Najd but only tribesmen. I then inquired whether His Majesty would like to bring forward any specific cases in which officials in 'Iraq had infringed existing treaties by corresponding with Najd Shaikhs, adding that Captain Glubb, who had been on the frontier, was present and would be prepared to answer any accusations. The King replied that he did not desire to bring accusations, but there could be no doubt that officials in 'Iraq had not only written to, but had visited and talked with, Najd subjects. His objections to such procedure were: first, he feared that the officials themselves might be insulted or killed by Najdi tribesmen, and thereby create further trouble; secondly, these visits had caused bitter feeling between the Najdi tribes themselves, those visited being accused by the Ikhwan of treachery. As an example, he stated that Faisal al-Dawish and Muhsin al-Firm had desired to raid Ibn Habbas because he had been visited by 'Iraq officials. I proposed that the 'Iraq delegates should discuss these questions with His Majesty's advisers, and requested His Majesty himself to be good enough to spare them half an hour of his time, adding that on the conclusion of my Mission I should normally be returning to London, whereas the execution of any agreements reached would rest in a large measure with the 'Iraq officials present.

6. The King agreed, adding that he did not accuse British officials of intentionally infringing agreements, but that they were bound by their very position to further the interests of 'Iraq, and, moreover, the information which they received from Najd was often brought by evil persons desirous of creating trouble. There were many people in the vicinity of the frontier, such as Shammar, who sought favour in 'Iraq by carrying to 'Iraq officials distorted accounts of events in Najd, and that often the same people then returned to Najd and brought him equally distorted accounts of events in 'Iraq.

7. I pointed out that one of the objects in bringing 'Iraq officials to take part in the present conversations was to enable them to dispel these misunderstandings by personal intercourse with His Majesty and his advisers.

8. The meeting rose at 10.30 a.m.

Fourth Meeting.

The fourth meeting took place in the King's House at 8 a.m. on Thursday, the 10th May, and was attended by the King, Mr. Antonius and myself.

2. I informed His Majesty that, after careful consideration of the statements and arguments he had put forward at previous interviews, it had become quite clear that there was, and had been from the start, a wide divergence between the interpretations put upon Article 3 of the Uqair Protocol by His Majesty's Government and by His Majesty. I spoke in the same sense as at previous meetings, and then pointed out to His Majesty very clearly that, since the dismantling and removal of the posts at Busaiya and elsewhere was out of the question, the problem before him resolved itself into one of how best he could obtain the assent of his tribes to the interpretation of His Majesty's Government. I added that His Majesty's Government were fully aware of the difficulties of His Majesty's position with regard to the tribes, and that they were always willing and anxious to assist him as far as possible in maintaining his position unimpaired and his authority over his tribesmen unchallenged.

3. The King interrupted me somewhat brusquely and said that the attitude of Faisal al-Dawish and his recalcitrant tribesmen had ceased to be a serious factor, and that his real difficulties lay with his people as a whole and with his own conscience. He then embarked upon a long repetition of his previous statements in regard to the Muhammara Convention, namely, that he would never have consented to the Najd–'Iraq frontier being fixed if he had envisaged any other interpretation than his own being given to Article 3 of the Uqair Protocol.

The substance of the King's remarks on this occasion has already been set forth in the records of previous meetings. The only notable addition was his conclusion, in which he argued that it was just as much out of the question for him to accept the establishment of posts anywhere within the area in question as it was to agree to the maintenance of that at Busaiya. If the 'Iraq Government persisted in establishing and maintaining those posts,

then all hope of a settlement would be lost and he would be faced with a very serious situation, in which he would have to choose one of three courses: either to let his people do their worst while he declined all responsibility for the consequences, or to join forces with his people in an attack upon 'Iraq, or to wage war upon his people. Each of those courses was equally intolerable.

4. The King spoke at great length in this strain. He was obviously faced with a very awkward situation, and appeared to speak with genuine feeling. I did not judge it wise to pursue the conversation on those lines any further for the moment. I therefore concluded by telling His Majesty that his advisers and the 'Iraq delegates were engaged in discussing other questions, such as the extradition of criminals, and I thought it was preferable for the present that His Majesty and myself should confine ourselves to discussion of what was obviously the major point at issue, namely, the posts. I asked the King to give his utmost consideration to the arguments that I put forward, and took my leave at 10.30 a.m.

Fifth Meeting.

The fifth meeting took place at 10 a.m. on Saturday, the 12th May, in the King's House, and was attended by the King, Mr. Antonius and myself.

2. In reply to my question as to whether he had anything to add to his previous statements the King replied in the negative. I then gave the following summary of the position :—

The conversations of the past few days had shown quite clearly that the main issue lay in the question of the forts. His Majesty had repeatedly declared that the demolition of all posts in the desert area must be a prelude to any settlement. His Majesty's Government, on the other hand, upheld the right of the 'Iraq Government to maintain forts at suitable points in that area as a matter of principle on which they were unable to give way. In view of this clear conflict between the two attitudes it was obvious that no settlement was possible unless some way could be found of squaring His Majesty's requirements with the principle laid down by His Majesty's Government. I wished to put it to His Majesty as a practical suggestion that it was for him, with his more intimate knowledge of his people and their mentality, to think of some solution which would enable him to pacify his people and restore order on the frontier without involving the dismantling of posts which the Government of 'Iraq had a clear right to establish and maintain.

3. His Majesty replied by assuring me that, although he was himself deeply moved by what he considered to be wrongful acting of the 'Iraq Government, yet he would willingly have done violence to his own feelings for the sake of peace, had it not been for the high feeling among his people. He said that he himself was capable of sacrificing an immediate advantage for an ultimate gain, but that it was asking too much of his tribesmen to expect them to give way in a matter to which they attached such great importance, no matter how wise or fruitful such an abandonment might eventually prove to be. He added that this was a question on which the people of Najd of all classes felt so strongly that they would never even question the justice of their own attitude. It would have been an easier task for him, added His Majesty, had they actually taken up arms against him. But being now up in arms against what they consider to be an outrage on their feelings and independence, and a menace to their liberty, they would never accept that he should assume any different attitude to that which they themselves had adopted.

4. The King went on to say that he had another point to make. As everyone knew, the flow of pilgrims to Mecca had begun some months ago and was now reaching its climax. This was a factor to which he had to pay the most careful consideration, and he could not afford, at a time when there was in the Hejaz a large concentration of foreign pilgrims, to take measures which for obvious reasons might have involved a risk of disturbance in the Hejaz. The King spoke as if this question was one which had an important and direct bearing on the present discussion, and he gave me the impression that his statement might be a prelude to some fresh disclosure or even some proposal. But my impression was not borne out when he went on to say that, having considered the question from every angle as a man who knew the Arabs in general and his people in particular, he was satisfied that the only possible solution lay in the permanent dismantling of the posts.

5. I said to His Majesty that I received this expression of opinion with much regret, and hesitated to accept it as final. I again urged upon him that His Majesty's Government not only maintained their traditional policy of friendship with him, but had definitely instructed me to use my best endeavours to arrive at a settlement of such a nature as to help to consolidate his position with his own people. I asked him to bear in mind the difference between the aim of these conversations and that of my previous missions to him. On former occasions it had been a question of negotiating treaties or agreements between two parties who were naturally contending with each other in order to secure the best possible results for the interests which they represented. Now my mission was one

primarily of co-operation, that is to say, of trying with His Majesty to discover, by a frank and friendly interchange of views, some solution of the difficulties with which he was faced.

6. The King replied by assuring me that he had no doubt whatever of the good intentions of His Majesty's Government and of the fact that they had not departed from their traditional friendship towards him. But his difficulty lay with his own people and with the difficult complex of religious, tribal and family traditions which was at the base of their society. He spoke at some length in this sense and gave me clearly to understand that he had spoken his last word in the matter of the demolition of posts.

7. I replied by appealing to His Majesty not to take a final decision at once. I said that perhaps it had escaped his attention that in this discussion His Majesty's Government were not asking any concession of His Majesty. Put concisely, their attitude was that they adhered to the maintenance of the posts as a matter of important principle, but that they were sincerely anxious to see peaceful relations between 'Iraq and Najd, and had sent me with instructions that I should use my best endeavours to find, in co-operation with His Majesty, a solution which would secure that end. If His Majesty maintained an attitude about the posts which was in such direct conflict with the principle laid down by His Majesty's Government, then the only possible result would be that I should have to admit failure in my effort to co-operate with His Majesty for the sake of the re-establishment of peace. I must, therefore, urge His Majesty not to arrive at a final decision without further consideration of my proposal which amounted to this, that when one door opening into a settlement was found to be definitely barred it was a natural and a wise course to try and find some other entrance. His Majesty, being better equipped than anybody else with knowledge of the people of Najd, was obviously the person most qualified to suggest the basis on which a settlement might be found. As I had previously and repeatedly told him he could count on my help in the fullest possible manner, not only in his efforts at finding a possible solution, but also in the task of presenting it to His Majesty's Government with absolute fairness and impartiality.

8. His Majesty replied by saying that he also disliked haste in such matters, and that he was quite willing to give further consideration to the question. He did not, however, give any indication whatever of any intention on his part to modify his attitude, but merely gave expression to protestations of belief in the good intentions of His Majesty's Government.

The meeting rose at 11.30 a.m.

Sixth Meeting.

The sixth meeting took place in the King's House at 9 a.m. on Wednesday, the 16th of May, and was attended by the King, with his four advisers, and by Mr. Cornwallis, Mr. Antonius, Captain Glubb, Flight-Lieutenant Moore, and myself.

2. I opened the meeting by asking His Majesty whether he had any suggestion to make which might lead to a way out of the deadlock at which we appeared to have arrived. He replied that after having thought over the whole question he had no proposal to make.

3. I then gave a brief summary of the situation, pointing out that the main obstacle to settlement was the wide divergence which had been discovered between the interpretation placed upon Article 3 of the Uqair Protocol by His Majesty's Government and that given to it by His Majesty. I did not wish to question His Majesty's statement of the view which he had always held, but I was bound to inform him quite definitely that His Majesty's Government and the 'Iraq Government had never contemplated, nor could accept, any other interpretation than that which I had now explained to him. They must hold to the principle that each Government in its own territory had the right to take such administrative and defensive measures as appeared suitable and necessary. I was, therefore, asking him to agree to discuss with me a formula which might remove all doubt as to the real meaning of the Article in question in order to prevent future misunderstandings.

4. There was nothing in the Uqair Protocol, as interpreted by His Majesty's Government or warranted by the wording of its provisions, to prevent either Government from erecting posts, except within the narrow belt which was envisaged by the actual wording of Article 3. In point of fact, however, no fortified posts at all had been established, or even contemplated, until the attack on Busaiya and subsequent raids had made it essential to take adequate measures for the defence of the population living in 'Iraq territory. In view of the attacks which had been made and of the disturbed state of his tribesmen, which had already been emphasized to me by His Majesty, it was obviously impossible for the 'Iraq Government to dismantle the posts under the threat of armed force and to leave 'Iraq exposed to similar attacks in the future.

5. With regard to the question of compensation, the attack on Busaiya had caused loss of life and property, and the 'Iraq Government asked for compensation for the lives of policemen and employees killed and for material destroyed. There were also the losses inflicted on 'Iraq tribesmen in the course of raids subsequent to the attack on Busaiya, and I requested His Majesty to agree to reparation being arranged for in accordance with the procedure laid down in the relevant agreements in force.

6. His Majesty replied in a long statement, recapitulating his former arguments and again insisting on his interpretation of Article 3 of the Uqair Protocol. He also enlarged once more on the dangerous state of excitement and indignation which prevailed among his people in consequence of an outrage to their feelings, which he himself shared to the fullest possible extent. There was nothing in His Majesty's statement which gave any indication of an intention to retreat in the slightest degree from the position which he had taken up on these two major questions.

7. I then pointed out that His Majesty's Government had special interests which were also involved, in view of the development of Imperial air communications, and the possible laying down of a pipe line in the desert corridor between Trans-Jordan and 'Iraq. It was impossible to subscribe to any arrangement which might preclude the erection in the desert of such posts or buildings as might be found necessary from time to time.

8. His Majesty did not make any direct reply to this observation, but continued to urge that military posts in the desert were regarded by his people and by himself as a menace to their rights and liberties, and that he could never agree to them.

9. After a lengthy conversation in the above strain it appeared to me useless to prolong the interview any further and I therefore asked permission to take our leave, and the meeting rose at 10.30 a.m.

Seventh Meeting.

The seventh meeting took place at 4 p.m. on Wednesday, the 16th May, at the Mission House, and was attended by the King, with his four advisers, Mr. Antonius and myself.

2. I opened proceedings by suggesting that at this meeting we should discuss outstanding questions relating to Trans-Jordan.

3. I reminded the King that, during the course of our conversations last year in connection with the Treaty of Jedda, he had proposed that the outstanding claims for damages due on account of raids between Najd and Trans-Jordan should be finally settled by reference to an arbitrator, who should be an Englishman unconnected with Najd, Trans-Jordan or 'Iraq, and chosen in agreement between the Governments concerned. I briefly reviewed the communications which had passed on this subject during the past year, and informed His Majesty that His Majesty's Government were now willing to accept his proposal if he still held the same views.

The King replied by saying that he had not changed his views in principle, but that there were one or two observations which he wished

to make. At the abortive meeting of the tribunal which had taken place (at Jericho) he had submitted his list of claims, but had been unfavourably impressed by the fact that after his own list had been received the Trans-Jordan Government had presented a supplementary list, entirely unsupported by data or evidence and including a number of claims which had never been raised before and which he was unable to admit for consideration. He did not think that any useful purpose would be served by the appointment of an arbitrator if it were open to either Government to " spring " fresh claims, which had not been formally recorded in good time. He was, therefore, of opinion that, before the arbitrator was appointed, terms of reference should be drawn up and agreed upon, which would lay down certain principles on which the arbitrator should work, and ensure in particular that no new claims for past raids could be " sprung " on the arbitrator.

I replied that this appeared a reasonable suggestion, but that I reserved my opinion until I knew exactly the nature and scope of the terms of reference which His Majesty had in mind. It was decided that the terms of reference should be discussed between his advisers and Mr. Antonius.

4. The question of Auda al-Atneh was then discussed, and his record of crimes examined. I pointed out that the crimes had all been committed in Hejaz territory, and that the Trans-Jordan Government did not regard him as one of their subjects, but as one of the chiefs of tribes resident in the Hejaz. The Trans-Jordan Government, however, would only be too pleased if the Najd authorities would capture him and punish him as he deserved.

The King suggested that if for a given period, say of one month, the Trans-Jordan Government would undertake to block the frontier, his people would be able to organise a drive along their side which would result in the capture of this disturber of the peace. I promised to bring this suggestion to the notice of the Trans-Jordan Government for consideration, and expressed the view that they would welcome it provided no practical difficulties prevented its being put into execution.

5. At the conclusion of the meeting I informed His Majesty that I wished to explain to him more clearly the statement which I made at the sixth meeting in regard to the air communications and the pipe line. On thinking over our remarks it had struck me that he might possibly have misunderstood me, and gained the impression that the existing posts, of which he was complaining, were due in some measure to air-force requirements, and, therefore, designed as bases for attack against him. I explained that all I meant to convey was that the existence of the Imperial air route and the possible necessity hereafter for a pipe line made it imperative for His Majesty's Government to ensure that no principle was recognised which did

not permit of such measures of defence and upkeep as might be required on that route which for a considerable distance passed through the desert areas.

Ibn Sa'ud assured me that he quite understood and that, in any case, he had no intention of even threatening or interfering with the air route, which he fully recognised as a vital Imperial interest.

As the hour of evening prayer was approaching the meeting rose at 5.15 p.m.

Eighth Meeting.

The eighth meeting was held at the King's House at 8 a.m. on Thursday, the 17th May, and was attended by the King, with his four advisers, Mr. Antonius and myself.

2. I informed the King that there were still one or two questions in regard to Trans-Jordan which required discussion. At the last meeting we had examined the question of settlement of claims for past raids, but we had not touched upon the further suggestion which His Majesty had made to me at Jedda last year for the settlement of disputes arising out of raids in the future. I alluded to the suggestion that a Frontier Inspector, who was neither an official of Najd nor of Trans-Jordan, should be appointed, to whom details of raids would be furnished at the time of their occurrence, and who would thus be in a position to collect timely and reliable information for the guidance of any tribunal which might be subsequently set up. I informed His Majesty that this proposal had been examined by His Majesty's Government and by the Trans-Jordan Government, who were both of opinion that it presented serious practical difficulties which, in their opinion, precluded its adoption. The chief of these difficulties being, first, that this official would owe no allegiance to either Government, and, secondly, that it was unlikely that the work entailed would justify the employment of a whole-time officer.

3. The King said that he saw the force of this argument, and suggested that an arbitrator, selected from outside and unconnected with either country, but with experience of Arab affairs, should be selected by agreement between the two Governments at any time when a dispute arose which could not be settled by the normal procedure which had been laid down in the Hadda Agreement.

4. I agreed that this was a possible solution, but I expressed the hope that cases of dispute would be rare, bearing in mind that with close co-operation and constant exchange of information the majority of claims should be settled without even the necessity of reference to a tribunal. This had been the case in the recent raid of the Ruwala into Trans-Jordan, which was being settled, thanks to

the orders which His Majesty had promptly issued to his Governor at Jauf. I added that I wished to seize this opportunity of recording the appreciation of the Trans-Jordan Government.

5. I proceeded to draw His Majesty's attention to the fact that since the Hadda Agreement there had been a notable diminution in raids from Trans-Jordan into Najd, which showed that the Trans-Jordan Government were doing their utmost to act up to the terms of that agreement. I informed him that the Amir Abdullah had two years ago summoned the principal Trans-Jordan Shaikhs and secured undertakings from them that they would not raid, an action which had undoubtedly contributed greatly towards the improved situation on the frontier. This was in May, 1926, and the information communicated to me by the High Commissioner for Trans-Jordan showed that no raids had taken place since that date. His Majesty did not refute my statements, but embarked on a somewhat lengthy discourse about the raids which had taken place previous to the Hadda Agreement. To this I replied that all those earlier raids were covered by the arrangements for the appointment of an arbitrator which we had already discussed.

6. His Majesty then raised the question of an Extradition Agreement with the Trans-Jordan Government, and expressed the desire that some such instrument should be concluded between the two countries as was now being discussed for conclusion between the Najd Government and that of 'Iraq. He urged that no amelioration in frontier conditions could be secured without an agreement of this nature. I expressed my agreement in principle, and suggested that the matter should be discussed by his advisers in committee with Mr. Antonius, with a view to some definite proposals being agreed upon which I could submit to His Majesty's Government for consideration by them and by the Trans-Jordan Government.

7. The King also expressed his desire for the appointment of Najd representatives at Baghdad and Jerusalem for the purpose of looking after the interests of his country and people in 'Iraq and Palestine and Trans-Jordan respectively.

I agreed that the appointment of representatives as suggested by him presented many advantages, and would doubtless lead to closer mutual understanding, asking him at the same time whether he wished this arrangement to be reciprocal. His Majesty did not raise any definite objection to reciprocity though he said he saw no particular reason for it, as His Britannic Majesty's Agent and Consul in Jedda was able to do all that was required to protect the interests of 'Iraqis and Trans-Jordanians. He added, however, that it would be necessary for the 'Iraq Government to recognise the Kingdom of the Hejaz and Najd, which they had not yet done. He spoke with some heat on this subject, enlarging on the illogical situation which had been created by the 'Iraq Government in

refusing recognition, which had been freely accorded by Great Britain, the Power which held a mandate for 'Iraq.

I took my departure at 9.30 a.m., making way for Mr. Cornwallis, to whom His Majesty had granted a private interview.

On the evening of the 17th May, the King's advisers, who were holding a meeting with Mr. Antonius, asked to see me, and delivered the following message from the King: The time was drawing near when His Majesty would have to proceed to Mecca in order to supervise the pilgrimage, and he felt obliged to leave on Sunday, or at the very latest on Monday morning next. He, therefore, wished to ask me whether it would be possible to bring our conversations to a close by that time, adding that he would not only leave behind in Jedda those of his advisers who might be required for further discussions, but would also, if necessary, come to Jedda himself for half a day at a time. I replied that I was aware of the approach of the pilgrimage feast, and that I would endeavour to fall in with His Majesty's wishes.

Ninth Meeting.

The ninth meeting took place at the King's House at 8 a.m. on Friday, the 18th May, and was attended by the King, his four advisers, Mr. Antonius and myself.

2. I opened proceedings by referring to the approach of the pilgrimage and His Majesty's departure for Mecca, and I proposed the following time-table to His Majesty, namely, that I should devote the present meeting to discussing Italian policy in the Red Sea, a question which he himself had raised and on which he had asked for His Majesty's Government's views, and that the afternoon would be spent by Mr. Antonius in committee with the King's advisers in discussing pending questions relating to Trans-Jordan and 'Iraq. I also proposed that the following day should be spent in final discussion of 'Iraq and Trans-Jordan matters and in bringing our conversations on the major question of the forts to a final stage.

3. In a letter sent to Lord Lloyd through Shaikh Hafez Wahba, His Majesty had expressed anxiety at the turn events were taking in relation to Italian activities in Arabia and the Red Sea, and had asked His Majesty's Government for a statement of their views. I was able to inform His Majesty that, on the receipt of his letter, His Majesty's Government had made friendly representations to the Italian Government in accordance with the spirit of the understanding arrived at in Rome in February, 1927, with which His Majesty was acquainted. The Italian Government had replied with assurances which had fully satisfied His Majesty's Government that they were carrying out the spirit of that understanding.

4. The King replied at some length, and seized an opportunity for which he had evidently been waiting to expound his views on Italian policy and on the kindred question of the Yaman. His statement was interesting and valuable, and I was struck by his evident frankness.

5. I replied re-affirming the spirit in which His Majesty's Government envisaged this question and emphasising the complete understanding which existed between them and the Italian Government. I also said that His Majesty's Government would always be glad to hear His Majesty's views, and when necessary would do all they could to dispel any suspicions which he might entertain by a frank exchange of information with the Italian Government.

6. The meeting rose at 10 a.m.

Tenth Meeting.

The tenth meeting took place in the King's House at 8 a.m. on Saturday, the 19th May, and was attended by the King, with his four advisers, and by Mr. Cornwallis, Mr. Antonius and myself. His Majesty's brother, Muhammad ibn Abdul-Rahman, and Shaikh Abdullah al-Fadl were also present.

2. I opened the meeting by saying to His Majesty that the time had now come, in view of the necessity of his early departure to Mecca, to reach a conclusion on the major question of the posts, on which we had so far been unable to come to any agreement. I asked His Majesty's permission to give a brief summary of the situation as it emerged from the conversations which we had had together in order to be quite certain that my appreciation was correct. I then gave the following summary :—

3. I said that it appeared that His Majesty's objections to the maintenance and establishment of posts, whether military or administrative, in the desert areas of 'Iraq were based upon his interpretation of the terms of Article 3 of the Uqair Protocol, and it was evident that there was a wide divergence between the views of His Majesty and those of His Majesty's Government and the 'Iraq Government with regard to the meaning of that Article. His Majesty had given me to understand that he had always interpreted the Article as forbidding the erection of any posts, whether military or administrative, in that desert area of 'Iraq which adjoined the 'Iraq–Najd frontier.

4. His Majesty's Government were unable to accept this interpretation as expressing the intention of the Article in question, and must maintain the principle that both the Governments of 'Iraq and Najd were free to take such administrative measures, and establish such

posts, as they might consider necessary within the limits of their own territory, subject only to the limitation imposed by His Majesty's Government's interpretation of Article 3.

5. In accordance with this principle, His Majesty's Government were unable to accede to His Majesty's request for the removal of the existing posts, the establishment of which had not, in the view of His Majesty's Government, violated in any way the terms of Article 3 of the Uqair Protocol.

I had, therefore, requested His Majesty to discuss with me an explanatory definition of the meaning of Article 3 of the Uqair Protocol with a view to elucidating its meaning and making it proof against misunderstandings.

6. I had assured His Majesty that I was prepared to give him a definite assurance that any posts, whether military or administrative, which had been established or which it might be found necessary to establish in the future, were not designed in any measure whatsoever as bases for offensive action or as a threat against his Kingdom or any of the tribes or persons who might owe allegiance to him. I had also assured His Majesty on behalf of His Majesty's Government that the establishment of any such posts would not be permitted to cause hindrance to the free movement, under the terms of existing agreements, of tribes owing allegiance to His Majesty, in the pursuit of grazing or in the exercise of any other rights they might possess in 'Iraq on the strength of established custom and under the treaties and agreements now in force.

7. I had also informed His Majesty that the 'Iraq Government requested compensation in respect of the lives and property which had been destroyed in the recent attack on the Busaiya post ; and also demanded that the loss of life and live stock occasioned to 'Iraq tribesmen by the raids into 'Iraq, subsequent to the attack on the Busaiya post, should be made good in accordance with the procedure which was laid down in existing agreements. I concluded the summary by stating that I understood that His Majesty was unable to give way or retreat from the attitude which he had taken up ; while, on the other hand, I had found it impossible to meet him by any renunciation of the principles to which His Majesty's Government adhered.

I asked His Majesty whether he considered this a fair summary of the situation, and whether he desired to make any remarks.

8. His Majesty, after some further explanation by me, agreed that my statement of the position was correct. He then proceeded to repeat the arguments which he had advanced in previous meetings, emphasising particularly the difficult situation in which he was placed in regard to his tribesmen. He concluded by expressing once more his opinion on the subject of the aeroplane incursions into Najd and reiterating his view that whatever explanations might be

put forward in an attempt to justify them, they were an outrage on the independence of his country and a flagrant breach of existing agreements, for which he would require compensation. He attributed the almost impossible situation in which he found himself in regard to his tribesmen almost entirely to what he described as an inexcusable outrage.

9. I replied by repeating my arguments and justifications of the action of the Air Force, stating that it had only been decided to cross his frontiers when it appeared that he was unable to take any adequate measures to stop the persistent raiding which had taken place after the attack on the Busaiya post. I explained again that the preliminary dropping of warning notices and bombs was solely designed to ensure, as far as possible, that innocent people should retire from the scene of possible aircraft action.

10. His Majesty did not appear in the least convinced, and persisted in his general attitude of inability to meet the point of view of His Majesty's Government, while at the same time reiterating his unchanging desire to maintain friendly relations with Great Britain.

11. I then continued the discussion by reminding His Majesty that he had asked me to seek a solution of the difficulty, but that I had been quite unable to find one. On the other hand, I had asked him, with the superior knowledge of his country and tribesmen, to make some suggestion which might lead to a settlement, but it appeared that he found it impossible to suggest any course other than a complete surrender by His Majesty's Government and the 'Iraq Government. It therefore appeared to me that no useful purpose would be served by continuing our conversations at present, especially as His Majesty was about to become fully preoccupied by urgent business in connection with the pilgrimage. I was, however, most reluctant to allow our conversations to end in a definite rupture, and I was therefore prepared to make the following proposal, namely, that our conversations should be suspended and resumed at a later date. I said that it appeared to me that by this means a period of suspension would be secured during which His Majesty might perhaps succeed in allaying the feeling which prevailed among his tribesmen, while both parties would have the advantage of an interval during which the question could be carefully studied in the light which had been thrown upon that question by our full and frank discussions. I would return in the meantime to London and report the result of our conversations to His Majesty's Government, and endeavour to see, in consultation with them, whether any solution was possible. At the same time I was unable to hold out any hope that His Majesty's Government would find it possible to meet His Majesty's views to any great extent.

The King appeared relieved at this suggestion and signified his agreement.

12. I added that I should have to discuss at a later meeting certain arrangements which it would be necessary to agree upon in order to prevent as far as possible the occurrence of untoward incidents during the period of suspension.

It was decided that His Majesty should grant me another interview in the afternoon.

The meeting rose at 10.30 a.m.

Eleventh Meeting.

The eleventh meeting took place at the Mission House at 3.45 p.m. on Saturday, the 19th May, and was attended by the King, with his four advisers, and by Mr. Cornwallis, Mr. Antonius, Captain Glubb, Flight-Lieutenant Moore, and myself.

2. I informed the King that I had been considering the question of how best to prevent the occurrence of untoward incidents during the period of suspension of our conversations. There were various questions under dispute which had given rise to differences of opinion from time to time, and it might be well to make some provisional arrangement which would prevent their arising in an acute form during that period. I then enumerated some of these questions in the following general terms :—

(*a*) It was obvious that both sides should agree to take no offensive action against each other and to do everything in their power to prevent their tribes from acts of aggression. Should any tribes offend they should be punished under existing treaties, and should any incidents occur, immediate communication should take place between the two Governments with a view to avoiding misunderstandings.

(*b*) It should be understood that each Government had the right to take such measures as it considered necessary to prevent incidents of the nature referred to, and for the purposes of defence.

(*c*) It would be advisable to make some agreement regarding the surrender of tribesmen who raided into the other country and sought refuge in order to escape punishment by their Government. This question had already been under discussion between His Majesty's advisers and the 'Iraq delegates, and a draft was in course of preparation.

(*d*) His Majesty's advisers had raised a question in regard to Article 6 of the Bahra Agreement as to whether it included military police, desert police and Air Force, and whether His Majesty's Government admitted that British forces serving in 'Iraq came under the terms of the Article. I was able to give His Majesty an affirmative answer to this question.

(*e*) I suggested that an exchange of letters should take place in regard to Article 5 of the Bahra Agreement, making it clear that there would be no objection to either Government communicating on administrative, but not on political, matters, with any tribes or Shaikhs of the other Government who might be temporarily within their territory for grazing or other purposes. It was clear, of course, that no communication was permissible with Shaikhs or tribes of the other Government when in the territory to which they owed allegiance.

(*f*) His Majesty's advisers had also desired an assurance that the provisions of Article 5 of the Bahra Agreement included not only officials who were nationals of the two Governments but also foreign officials serving under them. I was able to give an answer to this question in the affirmative.

(*g*) The 'Iraq Government had no wish to place any obstacle in the way of the return of the Najd Shammar to Najd should they desire to do so, but if in the meantime they committed any offence in or from 'Iraq they would be punished by the 'Iraq Government.

(*h*) There was no objection on the part of the 'Iraq Government to the granting of Musabala to Najd tribesmen provided that they had not raided during or since the Busaiya incident.

3. I had intended to add that it was expected that the Najd Government would apply strictly the terms of Article 4 of the Bahra Agreement to the case of the Dhafir, but after having touched on the above points in general terms, I realised that they were giving rise to suspicion and creating opportunities for acrimonious argument. I therefore concluded by informing His Majesty that I only raised these points now as examples, and asked him to think the whole question over and let me know the next day whether he considered any provisional agreement would assist in removing possible causes of friction during the period of the suspension.

4. His Majesty made a few general remarks, more especially on the question of Musabala, which, he said, was very necessary to his tribesmen, although he himself was naturally not anxious that they should visit 'Iraq; but I could see that he was somewhat disturbed and anxious. The time of evening prayer was approaching, and His Majesty took his leave.

In the evening of Saturday, the 19th May, and early on the following morning lengthy discussions took place between His Majesty's advisers and the 'Iraq delegates and Mr. Antonius, and, as a result of these conversations, it was evident to me that far from removing

causes of friction, discussion of any provisional agreement on these various contentious points would only lead to suspicion and distrust on the part of the Najd authorities. His Majesty's advisers brought up many points, and contested them hotly. I was also of opinion that a detailed agreement at this stage, however much its provisional nature might be emphasized, would hamper subsequent negotiations for permanent agreement, and inevitably be quoted as a precedent. I therefore decided to drop the whole question and confine the conditions of suspension to a general undertaking on both sides to refrain from offensive action and do their utmost to abstain from any measures which might be misunderstood and cause suspicion to the other Government or excitement among the tribes.

Twelfth Meeting.

The twelfth meeting was held at the King's House at 10 a.m. on Sunday, the 20th May, and was attended by the King, with his four advisers, Mr. Antonius and myself.

2. I opened the meeting by asking His Majesty whether he had any observations to make on the points which I had raised on the previous evening. He referred to two or three points which had been hotly contested by his advisers in sub-committee, notably to the statement that each Government had the right to take such measures as it thought fit for the purpose of defence, and to the undertaking to abide by existing treaties, in regard to which he insisted that his interpretation of the Uqair Protocol should be accepted.

3. After listening for a short time I interposed and informed His Majesty that I had only suggested that a provisional agreement on these points should be concluded in the hope that it might help to remove possible causes of misunderstanding. I had not put forward my suggestion in any spirit of bargaining or with any endeavour to score tactical points. It appeared obvious, however, from the result of the discussions in sub-committee, and to some extent from His Majesty's remarks, that my intentions had been misunderstood and that the effect of my suggestion had been to arouse suspicion and distrust. I added, with some heat, that if this was the spirit on which the conversations had to be suspended there was not much hope of avoiding misunderstandings and unpleasant incidents in the future. His Majesty had always assured me of his complete trust in my fairness and impartiality, and I could not but regret that my suggestion, which had been made with the best intentions, appeared to have been attributed to a desire to get the better of the Najd Government. His Majesty then interrupted with vehemence, assuring me of his complete confidence in the good intentions of His Majesty's Government and in my personal friendship and impartiality.

4. I expressed my gratitude for this reiteration of his confidence, and then proceeded to inform him that in any case I had come to the conclusion that it was essential to confine ourselves to a general statement. It would be impossible in detailed provisional agreements to safeguard all possible causes of friction, and we should, therefore, confine ourselves to general assurances of a sincere endeavour to preserve the peace and avoid hampering our future conversations by any unfortunate incident. The crux of the matter was that each Government should use its best endeavour to this end, and if necessary subordinate its own interests for the moment to the paramount necessity of maintaining and promoting an atmosphere of confidence and tranquillity.

5. His Majesty accepted my suggestion immediately, and reiterated his expressions of confidence and his assurances that he would take every step to ensure the maintenance of peace.

6. His Majesty then expressed the wish that the conversations should be resumed at an early date, and suggested the middle of August as the latest date on which they should be opened. I replied that I could not fix any date as I was not in a position to say when it would be desirable or possible to resume, but I assured him that I would use all my efforts to see that a resumption took place as soon as possible as I fully realised that he did not wish to remain indefinitely in Mecca. (It was obvious to me that he was urging speedy resumption in order to avoid having to return to Najd and to face his tribesmen without having brought matters to a favourable conclusion.)

The meeting then closed, and His Majesty took his leave at 10.30 a.m.

ANNEXURE 2.

MEMORANDUM AND MINUTES OF THE PROCEEDINGS OF THE 'IRAQ–NAJD SUB-COMMITTEE.

I.—Memorandum on the Matters discussed in Committee between the 'Iraq and Najd Representatives at Jedda.

Seven meetings were held between the 12th May and the 20th May, 1928, the minutes of which are appended hereto.

The 'Iraq representatives were Mr. Cornwallis and Captain Glubb. The Najd representatives were Dr. Abdullah Damluji, Shaikh Yusuf Yasin, Shaikh Hafez Wahba and Shaikh Fuad Hamza.

The following is a résumé of the subjects which were discussed and of the conclusions which were reached :—

1. An extradition agreement, as provided for in Article 10 of the Bahra Agreement. The 'Iraq representatives brought with them a draft of an extradition agreement which had been approved by the Council of Ministers at Baghdad before their departure. This they put forward as a basis for discussion, and the Najd representatives, after taking it away to study, produced in their turn a counterdraft (Annexure 5, I*). The latter contained a number of alterations in the wording which were in certain cases unacceptable, and differed from the 'Iraq draft in three important matters, namely, that—

(*a*) It proposed that extradition should apply to persons of all nationalities instead of being confined to Najdis committing crimes in Najd and 'Iraqis committing crimes in 'Iraq.

(*b*) It included raiding and assaults or attempts against persons of the King and members of the Royal Houses, as extraditable crimes.

(*c*) It laid down that crimes committed by tribesmen could in no case be regarded as political crimes.

The Najd representatives, after referring to their King, accepted the narrower 'Iraq definition of the persons to whom extradition should apply. On reference being made to Baghdad, point (*b*) was accepted and point (*c*) rejected. The question of the extradition of tribesmen for political as well as for non-political crimes appeared to be of great importance to the Najd representatives, and they

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* Page 69.

even went so far as to say that without the inclusion of such a provision no extradition agreement would be acceptable. When they were informed of the final view of the 'Iraq Government, the King had already gone to Mecca, and it is therefore not known how he will accept the decision. In any case, they appeared to hold the view that the extradition agreement should be concluded at the same time as the Bon Voisinage Agreement, to which reference is made later in this memorandum, so that it is unlikely that any immediate result will be reached.

2. The Najd representatives attached great importance to the surrender of tribesmen who committed an extraditable offence in the neighbouring territory and either remained there or sought refuge there in order to escape punishment at the hands of their own Government. The 'Iraq representatives, after reference to Baghdad, submitted a draft which limited the offences to that of raiding. The Najd representatives for a long time insisted on including this matter in the extradition agreement, but eventually consented that Sir Gilbert Clayton should address a letter to His Majesty the King in the sense of the 'Iraq draft.

3. During the negotiation of the Bahra Agreement His Majesty the King had pressed strongly that each Government should undertake, at the request of the other Government, to return any tribe or portion of a tribe or party of individuals who might seek refuge in the territory of the other Government. The 'Iraq Government did not at the time agree and Article 4 of the Bahra Agreement was drafted to meet its views. At the first meeting, on the 12th May, 1928, the Najd representatives stated that they held to their former views. But when they realised that a modification of the Bahra Agreement was involved, and after reference to His Majesty the King, they shifted their ground and said that they only asked for the return of criminals. Since this meant the surrender of tribesmen for political as well as for non-political crimes, no progress was made; but it is possible that, at some later date, when relations are less strained and an agreement on the question of the tribes whose nationality is in dispute has been reached, the original proposal of His Majesty the King may be conveniently adopted, since action could be taken under the terms of the Residence Law and without recourse to an extradition agreement.

4. The question of the disputed tribes was discussed at some length, but without result.

(*a*) *Shammar Najd.*

The Najd representatives were informed that the Shammar Najd, who had come into 'Iraq in 1921, had automatically become 'Iraqi subjects under the 'Iraq Nationality Law, but that the 'Iraq Government put no obstacles in the way of those who wished to return to Najd.

(*b*) *Dafir.*

The only statement obtainable from the Najd representatives regarding this tribe which migrated to Najd after the Bahra Agreement and which, it is maintained, has not been dealt with in accordance with Article 4 of that Agreement, was that if the 'Iraq Government held the Shammar Najd to be 'Iraqis, the Najd Government would consider the Dafir to be Najdis. The futility of discussing the question in the face of such statements was apparent and the matter was therefore dropped.

(*c*) *Dahamsha.*

The Najd representatives repeated the arguments already put forward by His Majesty the King that the Dahamsha were accorded to him by Article 1 of the Uqair Protocol. It is evident both from the expression of their views and from a private conversation which Mr. Cornwallis had with His Majesty, that some misunderstanding had occurred at Uqair, and that the Najdis genuinely feel that they have not been fairly dealt with in this matter. On the other hand, the 'Iraq Government has never had any intimation that Article 1 of the Protocol was designed to cover the case of the Dahamsha, and, since this tribe is a section of the Amarat which was allotted to 'Iraq by the Muhammara Convention, it has been felt with equal genuineness that Najd has no right to claim them. The misunderstanding is similar to that which has arisen with regard to the interpretation of Article 3 of the Uqair Protocol, and it is obvious that agreement can only be reached when the political atmosphere becomes calmer than it is at present.

5. The question of claims was discussed generally, and it was agreed to abide by the decision reached in the autumn of 1927 that claims for raids prior to that date should be abandoned by both sides. The 'Iraq representatives, however, stated that they had claims to make both for the attack on Busaiya and for the raids which followed. The Najd representatives stated that they had not prepared a list of claims and did not intend to make any unless the 'Iraq Government did so. In the latter event, they would produce a list in excess of the 'Iraq claims. It was eventually decided that this was a matter which should be discussed between His Majesty and Sir Gilbert Clayton.

6. During the course of the discussion, the Najd representatives produced a draft Bon Voisinage Agreement (Annexure 6, I and II*) for "a permanent peace which cannot be disturbed." The 'Iraq representatives stated that they were not authorised to make or

* Pages 73–77.

even discuss such a treaty, but that in order to do everything possible to improve relations between the two Governments they were willing to enter into informal and unofficial discussion. The proposed agreement raises difficult questions such as recognition and its corollaries, namely, diplomatic and consular representation, but, for the rest, is concerned with useful measures of co-operation in such matters as preventing either country from being used as a base for hostile activities against the other, in giving rapid information about such activities or about raids, and in defining channels of correspondence. The document is in many respects most praiseworthy, although it somewhat naively ignores the present difficulties.

7. The 'Iraq representatives were very anxious to make some arrangement about close co-operation between frontier officials and proposed that there should be either a joint post on the frontier or in the neutral zone, or, alternatively, that frontier commissioners should be appointed. Probably because they thought that such an arrangement would result in a more frequent appearance of 'Iraq officials near the frontier and in a closer administration of the tribes, neither the Najd representatives, nor, subsequently, His Majesty the King agreed with either of these proposals. They affected to believe that their adoption would only lead to misunderstandings and intrigues and that the existing channels of communication, which in reality have done nothing to improve relations, were alone satisfactory.

8. The interpretation of Article 5 of the Bahra Agreement was discussed and a satisfactory formula reached. This was reserved for an eventual exchange of notes between His Majesty the King and Sir Gilbert Clayton.

9. The Najd representatives appeared sensitive about the criticisms of the Baghdad Press and asked that articles hostile to Najd should be suppressed. It was pointed out to them that the Press in 'Iraq was free, but that everything possible would be done to moderate its tone.

Jedda.
22nd May, 1928.

II.—Minutes of Meetings of 'Iraq-Najd Sub-Committee.

FIRST MEETING.

4 p.m., 9th May, 1928.

Present :—

Mr. Cornwallis.
Captain Glubb.
Flight-Lieutenant Moore.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Hafez Wahba.
Shaikh Fuad Hamza.

1. Mr. Cornwallis said that he presumed the object of the meeting was to discuss an extradition agreement as provided under Article 10 of the Bahra Agreement. He inquired whether His Majesty desired an extradition treaty similar to those in force between European Powers, or whether, in view of the special conditions prevalent amongst nomad tribes he wished for something less general in its scope. Dr. Damluji replied that a broad agreement including extradition of tribes was wanted. Mr. Cornwallis inquired whether, for example, it was proposed that a shaikh who for some reason or other was dissatisfied with his Government and crossed into the territory of the other Government though without committing a specific crime should be included. Dr. Damluji replied that the King desired the inclusion of such a case. Mr. Cornwallis then inquired whether, for example, in the case of a Najd shaikh or tribe who were to raid into 'Iraq and then return to Najd but who subsequently escaped to 'Iraq to avoid punishment, extradition would be demanded. Dr. Damluji answered that this was the most important type of case which it was desired to include. Mr. Cornwallis pointed out that the surrender of such individuals could not come under the heading of extradition, the crime having been committed in 'Iraq. To this, Dr. Damluji answered that, in that case, a special agreement would have to be made to cover such incidents. Mr. Cornwallis then asked the Najd delegates what they considered to be a political offence. To this, they were unable to reply, except by asking the 'Iraq delegates to put forward a definition. Eventually, they suggested that extraditable crimes be defined carefully and political offences remain unspecified. Mr. Cornwallis pointed out that, if the Najd Government desired the 'Iraq Government to return the Najdi tribes which had crossed the frontier owing to dissatisfaction with their Government but without committing a crime, a modification of Article 4 of the Bahra Agreement would be necessary in view of the fact that in that Article the use

of force for the expulsion of non-criminals was specifically forbidden. The Najd delegates for some time appeared unable to understand this point. They continued to reiterate that they desired the extradition of tribes crossing the frontier without having committed a crime, but denied that any modification of the Bahra Agreement was necessary. On the whole it appeared that they had not prepared themselves on this subject and were not in agreement with one another. The point was eventually postponed to a subsequent meeting. With regard to the case of a Najdi who committed a crime in 'Iraq and then took refuge in 'Iraq to escape punishment by the Najd Government (or *vice versa*), it was agreed that an undertaking to surrender such an individual should apply to tribesmen only. Najdi subjects who committed offences in the towns of 'Iraq would be subject to the 'Iraq penal code in the usual manner.

2. Mr. Cornwallis then said that he desired to draw the attention of the Najd delegates to a point which he considered to be of supreme importance, and that was that, at the present moment, there were several tribes whose nationality was in dispute. The Dahamsha, for example, were a case in point. His Majesty's Government and the 'Iraq Government stated that they were 'Iraqis and the fact was mentioned in the Muhammara Convention. The King, however, claimed them as Najdis. Until such a point as this was decided, any extradition agreement would be of no value. Dr. Damluji replied that while it was true that the Muhammara Convention stated that the Amarat were 'Iraqis, the Uqair Protocol said that tribes who at the time were subject to neither Government could subsequently join whichever Government they desired. Mr. Cornwallis refused to admit that the Protocol covered the case of the Dahamsha. Shaikh Fuad Hamza stated that the minutes of the meetings at Uqair proved that the Protocol in question was framed specifically for the case of the Dahamsha. A lengthy debate ensued without producing any agreement. The Najd delegates claimed that the 'Iraq Government had tacitly admitted that the Dahamsha were Najdis until a year ago when, during the course of the Muhhamad al-Turki incident, they suddenly claimed them as 'Iraqis. In reply to this statement, the 'Iraq delegates produced a telegram from the High Commissioner for 'Iraq to King Ibn Sa'ud, dated September, 1923,* claiming the Dahamsha as 'Iraqi subjects.

3. Mr. Cornwallis finally said that he only brought forward the Dahamsha case as an example of the difficulties to be encountered. The Shammar refugees were another case in point. He said that the Shammar refugees had now automatically become 'Iraqi subjects. This statement was greeted with loud protests by the Najd delegates, who pointed out that Section 1 of the Muhammara Convention declared that the Najd Shammar were Najdis. A prolonged discussion ensued introducing the Sévres and Lausanne

* 46426/23; not printed.

Treaties. The atmosphere became slightly heated, the Najd delegates accusing the 'Iraq Government of neglecting to fulfil its obligations in preventing the Shammar from raiding Najd. Shaikh Yusuf Yasin declared that a fresh raid by Laibal Maij of the Shammar refugees had taken place only a few days ago. Mr. Cornwallis stated, however, that the 'Iraq Government would not oppose the return to Najd of any of the Shammar refugees who desired to go. Finally, Shakh Fuad Hamza inquired whether the 'Iraq Government were prepared to admit that the Shammar were Najdis, as laid down in the Muhammara Convention. Mr. Cornwallis replied that they appeared to have dual nationality, an eventuality by no means rare. The case was eventually dropped without reaching any conclusion. The Najd delegates then requested the 'Iraq delegates to put forward their proposals for the extradition agreement. Mr. Cornwallis replied that, though he considered the conclusion of such an agreement to be of the first importance, he thought it necessary to settle the nationality questions before any extradition arrangement could be made. It was eventually agreed, however, that the extradition of ordinary criminals should be considered at the next meeting. The meeting then adjourned.

Second Meeting.

8.30 *a.m.*, 10*th May*, 1928.

Present :

Mr. Cornwallis.
Captain Glubb.
Flight-Lieutenant Moore.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Hafez Wahba.
Shaikh Fuad Hamza.

1. Mr. Cornwallis asked whether the Najd delegates had decided on their proposals regarding the crossing of the frontier by tribes not in possession of permits from their Governments. Shaikh Hafez Wahba replied, asking the 'Iraq delegates to put forward their suggestions first. Mr. Cornwallis said that as it was the Najd Government who requested this arrangement it was therefore incumbent upon them to explain their wishes. Dr. Damluji answered that, in the event of individuals or a tribe crossing the frontier without the permission of their Government but having committed no specific crime, the Najd Government did not desire their forcible return. Shaikh Hafez Wahba intervened by saying that the Najd Government was particularly anxious not to make any modifications in

the Bahra Treaty. Frequent changes in treaties already concluded, he said, would create an atmosphere of instability. Mr. Cornwallis then inquired whether the Najd Government still required the extradition of subjects of one Government who had committed a crime in the territory of the other. Dr. Damluji replied that the inclusion of such incidents was essential. A draft Extradition Agreement was then handed by the 'Iraq delegates to the Najd delegates. The latter requested postponement of a detailed discussion of the draft until they had had time to study it. Shaikh Fuad inquired whether attempts on the lives of the sovereigns of either Government would be regarded as political offences. The 'Iraq delegates replied that it might be possible to exclude them from that category. Shaikh Fuad then asked whether a conspiracy against the existing form of Government would be classed as a political crime. A prolonged discussion ensued as to the definition of a conspiracy and of a political offence, without reaching any conclusion.

2. Mr. Cornwallis asked the Najd delegates if they desired to put forward any specific cases of infringement of the Najd frontier by 'Iraq officials or of correspondence with Najd shaikhs. Shaikh Yusuf produced the copy of a letter dated the 6th November, 1927, from King Ibn Sa'ud to the High Commissioner for 'Iraq,* stating that cars and aeroplanes had been moving in the frontier area. He complained that the High Commissioner had never replied to the letter in question. Asked as to what movements of cars he referred, he said that Captain Glubb had recently visited al-Hafar in Najd territory by motor-car. Captain Glubb pointed out that for the last two years he had not been employed in the southern frontier area until after the incident of Busaiya. He expressed the opinion that such reports were carried to both Governments by ill-intentioned persons and said that the 'Iraq Government had received innumerable complaints regarding transgressions of Najd officials, particularly those employed in the collection of Zakat. The Najd delegates intervened saying that they had no desire to rake up the past, but that to ensure better relations in the future was far more important. Shaikh Yusuf complained loudly of the activities of cars and aeroplanes since the incident of Busaiya. Mr. Cornwallis replied that the cars and aeroplanes were not directly under the 'Iraq Government and that Sir Gilbert Clayton had already discussed these incidents with the King. Shaikh Fuad Hamza said that if the aeroplanes and cars with British officers were not subject to the 'Iraq Government then the Bahra Agreement was of no value unless His Majesty's Government also signed it as a third party. The point was eventually dropped. The 'Iraq delegates then put forward a suggestion for a joint post on the frontier or in the neutral zone. The Najd representatives, however, refused to consider any proposal for the erection of posts on the frontier. The

* 40582/27 [No. 93] ; not printed.

'Iraq delegates then suggested, as an alternative, that each Government should appoint a senior official as its representative to live in the frontier area and maintain close communication with one another with a view to preventing misunderstandings and settling petty disputes before they could assume importance. The Najd delegates raised no objection at the time to this suggestion, but Dr. Damluji said that it would be impossible for a senior official from Najd to live in the frontier area owing to the absence of any suitable town or village as his headquarters. Such a man could not be asked to live all the year round in a tent.

3. The subject of compensation and the return of loot was then raised by Shaikh Hafez Wahba. Both parties agreed that all claims had been buried prior to the date of the exchange of letters on the subject in the autumn of 1927 between King Ibn Sa'ud and the High Commissioner for 'Iraq. He inquired whether the 'Iraq Government had any claims to put forward subsequent to the date of the letter in question. Mr. Cornwallis replied that they had. The Najd delegates then stated that they had themselves very large claims, both for individuals killed by aeroplanes, notably at al-Saffa, and also for moral damages. It was agreed that discussion of the question should be postponed for the moment. It was finally agreed that the Najd delegates at the next meeting should submit a counter-draft for an extradition agreement, together with their suggestions regarding political offences, and that the 'Iraq delegates at the next meeting should submit their proposals for the improvement of frontier relations, including the suggested appointment of frontier officials by both parties.

The meeting adjourned.

Third Meeting.

9.15 *a.m.*, 11*th May*, 1928.

Present :

Mr. Cornwallis.
Captain Glubb.
Flight-Lieutenant Moore.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Fuad Hamza.

Dr. Damluji opened the meeting by stating that the first important question which he wished to discuss was that of a Najd tribe who, after raiding in 'Iraq and returning to Najd, subsequently escaped

into 'Iraq to avoid punishment by the Najd Government. Mr. Cornwallis pointed out that a special agreement would be necessary since such a case could not be included in an extradition agreement. The Najd delegates desired, however, that this case should be provided for in the extradition agreement. All parties agreed that an arrangement for the expulsion of such an individual was necessary, but opinion differed as to whether or not it could be included in the extradition agreement. Mr. Cornwallis then drew the attention of the Najd delegates to the telegram from the 'Iraq Government promising not to afford asylum to Faisal al-Dawish, in which the word " expulsion " had been employed. He inquired whether the Najd Government proposed expulsion or surrender to the Government concerned. A debate on the possibilities of the surrendering of such tribes ensued. Shaikh Fuad Hamza then wrote out a draft formula, a copy of which was taken by the 'Iraq delegates. In this draft the offences in question were described as " raiding or any other crime." Mr. Cornwallis pointed out that Article 1 of the Bahra Agreement, which Shaikh Fuad stated that this agreement was intended to implement, referred to raiding only. It was decided that both parties should consider the draft agreement further.

2. The Najd delegates here, in the course of conversation, suddenly stated that the Dafir were now Najdis. Mr. Cornwallis protested. The Najd delegates replied that they were merely imitating the 'Iraq Government, who had suddenly claimed the Shammar refugees to be 'Iraqis. If they adhered to this attitude the Najd Government would claim the Dafir as Najdis.

3. Dr. Damluji then opened the subject of political offences. He stated that the insertion of a reference to political offenders introduced an element of vagueness which would permit either Government to refuse extradition under the plea that the criminal was a political offender. He suggested that all reference to political offences be omitted in the agreement, in view of the fact that tribesmen to whom the agreement referred never in practice committed political offences. Mr. Cornwallis replied that the extradition agreement was drafted to include townsmen as well as tribesmen. He was certain that neither His Majesty's Government nor the 'Iraq Government would agree to the omission of the clause. He suggested, however, that it might be possible to consider the exclusion of certain crimes, when committed by tribesmen, from the category of political offences. He quoted as an example the provisional 'Iraq-Syrian Extradition Agreement. Dr. Damluji stated that, at the Kuwait Conference, Colonel Knox had ruled that Shammar refugees who raided into Najd were committing a political offence. Shaikh Yusuf suggested that separate provision be made for tribesmen and townsmen, in the latter case only political offences being mentioned. It was agreed that both delegations should consider the question further and submit proposals. Mr. Cornwallis invited

the Najd delegates to submit any other suggested modifications in the 'Iraq draft extradition agreement. They replied that they would submit all their suggested modifications together with their proposals regarding political offenders.

4. Mr. Cornwallis then invited the views of the Najd delegates on the 'Iraq proposal for the establishment of frontier commissioners. Dr. Damluji replied that the King has appointed Ibn Musa'id and Ibn Jeluwi to correspond with the 'Iraq authorities regarding the affairs of their respective provinces, and considered that that was sufficient. He added that the King himself was the final authority and that communications from the 'Iraq Government should be addressed through Jedda to the Ministry of Foreign Affairs. He did not consider that a special commissioner on the frontier would be of any value. Mr. Cornwallis replied that the arrangements mentioned by Dr. Damluji were already in force and had failed obviously to secure satisfactory relations. He stated that the proposal for frontier commissioners was a sign of the openness and good will of the 'Iraq delegates. He had proposed it for that reason but was fully ready to consider any other proposal, such as the establishment of a joint post in the neutral area, which would lead to an improvement in the relations between the two countries. He was convinced that only by the closest personal co-operation between officials on the spot could peace be attained, and a stop put to the present habit of the tribes to play one Government off against the other. Dr. Damluji replied that a commissioner on the frontier would have to be an official of considerable standing, and it was impossible to expect such an individual to live in tents in the desert without any of the amenities of life. On the other hand a junior official not having sufficient authority would be of no value. Shaikh Yusuf intervened, stating that the proposal was good from a theoretical point of view, but was not practical. When, he said, the Najd Government were satisfied with the good intentions of the 'Iraq Government the proposal might be considered. So long as cars and aeroplanes continued to behave as they had the Najd Government could not agree. Captain Glubb suggested that if the Najd Government objected to the presence of motor-cars at such a meeting their representative could come on a camel. This, however, did not appear to weigh with them.

5. Shaikh Fuad then said that this proposal was only one of many other frontier problems which required definition, such, for example, as the mingling of the officials of one Government with the tribes subject to the other. An arrangement might also be made for the regular exchange of communications. Mr. Cornwallis then drew attention to an ambiguity in Article 5 of the Bahra Agreement. If, for example, an 'Iraq tribe were to enter Najd, he asked, could not the Najd Government communicate or mix with them. Dr. Damluji answered that, in such a case, the Najd Government would

be entitled to tax, communicate with, or visit the tribe in question, who would automatically come under the laws of Najd, but not to discuss political matters with them. The 'Iraq Government would be in a similar position with regard to a Najd tribe visiting 'Iraq.

6. Mr. Cornwallis, in reply to a question, stated that the 'Iraq Government had a list of claims to put forward. Dr. Damluji said that the Najd Government had claims but that it had not prepared an actual list and did not intend to press the point unless the 'Iraq Government did so. If they did, however, the Najd Government would then put forward claims which would undoubtedly be greater than those submitted by 'Iraq. He insisted that the 'Iraq Government send their claims first and allow the Najd delegates to study the list before submitting their counter-claims. Mr. Cornwallis did not agree and pressed for a simultaneous exchange of claims.

7. Shaikh Fuad then inquired the views of the 'Iraq delegates regarding the tribunal referred to in the Bahra Agreement. He said that he desired to formulate the general procedure for settlement of claims in the future, not with particular reference to the present demands. Mr. Cornwallis replied that in his opinion the frontier commissioners proposed by him would normally be able to settle such claims also. Shaikh Fuad answered that in that case it would be necessary to amend Article 2 of the Bahra Agreement. Mr. Cornwallis admitted that the frontier commissioners would probably be unable to settle large claims. Shaikh Fuad then expatiated on the difficulty experienced in settling the claims by tribunals in the past. It had been twice attempted between Najd and Trans-Jordan without success. The King, he stated, had suggested to the High Commissioner for 'Iraq two principles. First, that each Government should certify the reliability of the witnesses which they put forward. Secondly, should the reliability of a witness be questioned, a certificate of his reliability from his own Government should be accepted as sufficient. Mr. Cornwallis inquired what would happen if two witnesses, each certified as reliable by their own Governments, were to give conflicting evidence. Captain Glubb suggested that in the event of the evidence being insufficient to prove a case, reference should finally be made to a tribal oath given by the defendant. The Najd delegates refused to accept the principle of an oath. Shaikh Fuad inquired whether the decision of a court of arbitration to settle claims should be given unanimously or by majority. A discussion ensued without reaching any conclusion. Shaikh Fuad finally agreed that the Najd delegates should put forward a note embodying their suggestions on the subject.

The meeting adjourned.

Fourth Meeting.

9.15 a.m., 12th May, 1928.

Present :

Mr. Cornwallis.
Captain Glubb.
Flight-Lieutenant Moore.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Hafez Wahba.
Shaikh Fuad Hamza.

1. It was agreed to discuss the extradition agreement.

Dr. Damluji stated that at the last meeting it had been agreed to define political offences. It had also been agreed that no offence committed by tribesmen should be reckoned a political crime. Mr. Cornwallis replied that he had said that raids, robbery and such like crimes were normally non-political offences. Shaikh Fuad, however, desired it to be admitted that whatever crimes were committed by tribesmen they should not be regarded as political offenders. Mr. Cornwallis differed, stating that it was possible that tribesmen might commit a political offence. There appeared to have been a misunderstanding on this subject at the last meeting. The Najd delegates explained that they wished to differentiate between tribesmen and townsmen. In the case of the latter, they would agree, in view of the insistence of the 'Iraq delegates, that political offences be excluded from extradition, but they desired it to be stated that in the case of tribesmen no crime committed by them should be considered political. Mr. Cornwallis pointed out that such a differentiation might lead to difficulties in deciding whether a particular individual was actually a tribesman or a townsman. The Najd delegates did not appear to foresee much difficulty under this head. Mr. Cornwallis reiterated that the Najd proposal that tribes could not commit political offences was too sweeping, and would not be agreed to by the 'Iraq Government. Shaikh Hafez suggested that it might be agreed that crimes committed in the frontier area were non-political, but his colleagues appeared to differ. Mr. Cornwallis suggested as his personal opinion that the following sentence might be added at the end of Article 3 of the 'Iraq draft extradition agreement : " the above-mentioned offences if committed by tribesmen against individuals or the Government for whatever motive shall not be considered to be political offences," or, alternatively, that a formula might be drafted on the lines of Article 4 of the Provisional Agreement for the Extradition of Offenders between 'Iraq and Syria. Shaikh Yusuf expressed himself quite convinced that no suitable arrangement could be reached unless special conditions were made for tribesmen as apart from

townsmen. Mr. Cornwallis pointed out that his position was far more difficult than that of the Najd delegation in view of the fact that any agreement made would in 'Iraq have to remain subject to the approval of Parliament. Although he, personally, might agree with the suggestion of the Najd representatives, there was no use his doing so if he considered it unlikely that the 'Iraq Parliament would ratify the agreement concluded. Shaikh Hafez proposed that Article 3 of the 'Iraq draft extradition agreement be left as it was, but the following be added: "but crimes committed by tribesmen whether jointly or individually of whatever nature are not political crimes." Mr. Cornwallis said that both parties appeared to be working with the same general end of controlling the tribes, but he considered a solution could best be reached by following his suggested draft, which would be more likely to be accepted by the 'Iraq Parliament than the wording put forward by the Najd delegates. Shaikh Yusuf then said that if political offenders could not be surrendered they could at least be prevented by the Government in whose territory they had taken refuge from carrying on subversive propaganda against their own Government. Mr. Cornwallis agreed. Drafts put forward by Mr. Cornwallis and Shaikh Fuad Hamza for the amendment of Article 3 of the 'Iraq draft extradition agreement were then copied and exchanged. The Najd delegates after asking for an exact explanation of Article 7 of the 'Iraq draft of the extradition agreement, stated that they had no objection to it or, with the exception of Article 3, to the other Articles.

2. Shaikh Yusuf asked that political parties or newspapers in 'Iraq should be prevented from creating trouble against Najd. Mr. Cornwallis replied that, although political agitators could be removed or expelled the Press in 'Iraq was free.

3. The Najd delegates stated that with regard to the proposal submitted by the 'Iraq delegates for the appointment of frontier commissioners, the King considered that such an arrangement would merely be a source of trouble.

4. The Najd delegates stated that they proposed to put forward a draft of an agreement for the insurance of better neighbourly relations which would contain a clause in the sense of Article 2 of the Treaty of Jedda. Mr. Cornwallis stated his readiness to study the draft unofficially, and said he felt sure that the 'Iraq Government would agree to the policy set forth in the clause mentioned.

FIFTH MEETING.

10.45 a.m., 14th May, 1928.

Present :

Mr. Cornwallis.
Captain Glubb.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Hafez Wahba.
Shaikh Fuad Hamza.

It was decided to discuss in detail the draft agreement of Bon Voisinage put forward by the Najd delegates.

Mr. Cornwallis first made it clear that he had no authority either to discuss or conclude a new treaty or agreement, but that he was willing to consider privately and unofficially the suggestions put forward by the Najd delegates. The latter expressed their disappointment at this statement, stating that they had hoped to conclude, once and for all, first the dispute regarding the building of forts, secondly, the treaty of Bon Voisinage, and, thirdly, an extradition agreement.

Discussing the preamble to the draft agreement, the Najd delegates expressed their wish that the agreement be signed by His Majesty's Government on behalf of 'Iraq, or, were this impossible, that it be made a tri-partite agreement. They emphasized the fact that the Government of 'Iraq had not acknowledged the new title of Ibn Sa'ud as King of the Hejaz and of Najd and its Dependencies. Mr. Cornwallis replied that he did not think it was feasible for His Majesty's Government to conclude a treaty on behalf of 'Iraq. He was unable to say whether a tri-partite agreement would be possible or, alternatively, a treaty between Najd and 'Iraq to which His Majesty's Government would signify its agreement by an exchange of notes. He was unable to make a pronouncement regarding the acknowledgment of the King's new title as the subject had never been raised with the 'Iraq Government.

Article 1 of the draft agreement was read. Mr. Cornwallis inquired whether, in the event of the 'Iraq Government appointing a consul, his headquarters would be in Jedda. The Najd delegates replied in the affirmative. Mr. Cornwallis stated that he was unable to say whether the 'Iraq Government would agree to the appointment of consuls.

Article 2.—Mr. Cornwallis drew attention to the fact that in the Treaty of Jedda, on which Article 2 of the present draft was modelled, no mention had been made of subjects protected by His Majesty

the King of Hejaz and of Najd and its Dependencies. Shaikh Fuad replied that when the Treaty of Jedda was signed the province of Asir was not under the protection of His Majesty.*

Article 3.—At Mr. Cornwallis' suggestion, it was agreed to substitute the wording of Article 2 of the Treaty of Jedda and to add at the end of the Article the following words "and prevent individuals engaged in such unlawful activities from crossing the frontier." It was also agreed to add after the words "unlawful activities" (in the text of Article 2 of the Treaty of Jedda) the words "including raiding and preparations therefor."

Article 4.—It was agreed to omit the words "by such means as is agreed upon" and in lieu of the words "with the object of attacking the frontier area" substitute "with the object of committing any of the unlawful activities mentioned in Article 3 of".

Article 5.—A new draft was agreed upon.

Article 6.—It was decided to omit this Article completely, as the case referred to therein most obviously came under the terms of the extradition agreement.

Article 7.—This Article was not discussed, the subject resting with Sir Gilbert Clayton and the King. Mr. Cornwallis suggested that Articles 7, 8, and 9, being merely elucidations of the Bahra Agreement, should be recorded in an exchange of notes and not by insertion in the proposed agreement. With regard to the British Forces, Mr. Cornwallis said that the 'Iraq Government could not give an undertaking concerning them, but that he thought that His Majesty's Government would be willing to signify by letter that the provisions of this Article should be binding also on aerial forces. The Najd delegates saw no objection to this procedure.

Article 10 was then discussed. Mr. Cornwallis said that this Article was identical with the procedure already in force. The Najd delegates agreed, but stated that they would like the present arrangement to be confirmed in this manner by its inclusion in the agreement. The 'Iraq delegates pointed out that if the channels of correspondence were mentioned in detail in an agreement it would be impossible subsequently to vary them without altering the agreement. A new draft of Article 10 was then adopted to the effect that correspondence should only take place between channels of communication to be agreed upon from time to time between the two Governments.

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* This is a mis-statement of fact. The Treaty of Mecca in which the Idrisi recognised Ibn Sa'ud's suzerainty over Asir was concluded in October, 1926, *i.e.*, some seven months before the conclusion of the Treaty of Jedda.—G.C.

Sixth Meeting.

10 a.m., 15th May, 1928.

Present :

Mr. Cornwallis.
Captain Glubb.
Dr. Abdullah Damluji.
Shaikh Yusuf Yasin.
Shaikh Fuad Hamza.

The discussion of the Bon Voisinage Agreement was resumed where it had been left off at the last meeting.

It was agreed to omit the word "*rasmiyih*" after the word "*murwazzafin.*" It was agreed to substitute for the word "*fursanan*" the word "*rukbanan.*" Mr. Cornwallis stated that he presumed that the words "from crossing the frontier or mixing with the tribes" meant mixing with tribes in the country of the other party only. The Najd delegates replied that that was of course the meaning.

Article 12.—It was agreed to omit the words "*ghair al-rasmiyih*" and to add after the word "*al muqimin*" the words "*au al-qadimin.*" It was decided to add at the end of the Article "on the understanding that tribal movements are subject to the terms of the Bahra Agreement." This concluded the discussion on the draft Article by Article.

The Najd delegates again emphasized their desire that His Majesty's Government be a party to the agreement. Dr. Damluji suggested three courses: First, that the agreement be concluded between Najd and His Majesty's Government alone, the latter representing 'Iraq; secondly, that the agreement be tri-partite; thirdly, that the agreement be concluded between 'Iraq and Najd, His Majesty's Government signifying their concurrence by an exchange of notes Shaikh Yusuf intervened by stating that His Majesty's Government should not only signify their concurrence but also their responsibility for its execution. The Najd delegates, in conclusion, requested the 'Iraq representatives to discuss this question with Sir Gilbert Clayton.

The Najd draft extradition agreement was then discussed. *Article 1* of the Najd draft had omitted the specification that only 'Iraq and Najd nationals could be extradited. The Najd delegates stated that the omission was intentional, and that it was essential that all persons of whatever nationality be made subject to extradition, citing as examples Italians and Frenchmen. Mr. Cornwallis refused to accept this view.

Regarding *Article 2*, Mr. Cornwallis said that he was unable to comment at present.

Regarding *Article 3*, he pointed out that he had already explained that such incidents could not be dealt with under an extradition agreement, but that he hoped that a separate agreement on the subject would be possible, or, alternatively, that it might be embodied in the Bon Voisinage Agreement. The Najd delegates expressed themselves as unable to understand the objection to its inclusion in the extradition agreement. They further pointed out that Mr. Cornwallis had said that he had no authority to conclude a treaty of Bon Voisinage, and hence if this clause was relegated to the treaty its conclusion might be indefinitely postponed. Shaikh Fuad went so far as to say that the Najd Government would not sign an extradition agreement which did not include this Article.

Article 4.—The Najd delegates stated that their competent authority for the purposes of extradition would be the Ministry of Foreign Affairs in Jedda. A discussion ensued regarding the necessity of including the last sentence of Article 5. Mr. Cornwallis said that it was universally understood that, on urgent demand from the other Government, one Government could arrest and detain an offender pending the receipt of the complete charge sheet and other extradition documents. In 'Iraq such a prisoner could be detained for three months.

Article 7.—The attention of the Najd delegates was drawn to the fact that in their draft they had omitted to make clear that the crimes for which an extraditable person could be tried were limited to such as he had committed before the date of his extradition. Mr. Cornwallis suggested the insertion after the words "may not be tried for any crime" of the words "committed before the date of his extradition." The Najd delegates stated that the inclusion of this phrase would render the meaning obscure in Arabic. It was decided to ask Mr. Antonius to draft an article in Arabic.

SEVENTH MEETING.

9.30 a.m., Monday, 21st May.

Present :

Mr. Cornwallis.
Captain Glubb.
The King's four advisers.

Mr. Cornwallis promised to present the draft Agreement of Bon Voisinage to the 'Iraq Government on his return to Baghdad. The meeting then proceeded to discuss the Najd draft Extradition Agreement.

Mr. Cornwallis complained that the Najd delegates had made numerous trivial alterations in the wording of their draft as compared with that submitted by the 'Iraq delegates. These alterations did not appear to involve any change in the meaning. For example, in Article 1 the phrase "according to the provisions of this Agreement" had been removed from the commencement of the paragraph to the second line, and the words "nationals of Iraq who had committed offences" had been changed into "Iraq offenders." The Najd delegates replied that the actual wording could be agreed upon when a final agreement was reached.

Article 2 was then discussed. The Najd delegates had added three additional crimes not mentioned in the 'Iraq draft. It was eventually agreed that the following crimes should be made extraditable : "assault, brigandage, robbery, theft of all kinds, wounding, murder, raiding." Mr. Cornwallis then stated that the 'Iraq Government was unable to agree to the suggestion of the Najd delegates that a clause be inserted in Article 2 stating that no crimes committed by tribesmen could be regarded as political crimes. The Najd delegates protested loudly, stating that, if the clause were omitted, a loophole would be left by which the extradition of criminals could be evaded. Mr. Cornwallis was obliged to protest strongly against the remark of Shaikh Yusuf, who stated that the 'Iraq Government would make use of such a loophole to evade its obligations. The Najd delegates then asked whether a clause could be inserted stating that the crime of raiding was non-political. Mr. Cornwallis was unable to agree to this either. He then read out a telegram from the 'Iraq Government to himself stating that it was impossible to agree to the Najd proposal. He added, however, that at the first meeting of the sub-committee he had asked the Najd delegates whether they desired that tribes which crossed the frontier without permits from their own Governments and without committing crimes should be returned to their country of origin. He pointed out that although a clause undertaking to extradite all tribal criminals whatever the motive of the offences could not be agreed to in an extradition treaty yet it was possible, if the question of the disputed tribes was settled satisfactorily, that an agreement by which the Governments undertook to return tribes which crossed the frontier without permits could be made to serve the end desired by the Najd Government. When the proposal had been mooted at the first sub-committee meeting, the Najd delegates had said that they desired it, but at the second meeting they had changed their opinion. Shaikh Fuad replied that the reason why they had abandoned the proposal was because its conclusion would involve an alteration in the Bahra Agreement, because the words "other than expulsion and the use of force" would have to be omitted from Article 4. The Najd delegates were anxious not to change anything in the Bahra Agreement. Mr. Cornwallis then

said that he was not authorised in any case to make this proposal officially, but he had just mentioned it as a possible solution of the difficulty in the future.

Article 4.—The Najd delegates stated that the authorities concerned mentioned in Article 4 were the Ministry of Foreign Affairs in Jedda. Mr. Cornwallis said that in that case the proper authorities in 'Iraq would probably also be the Ministry of Foreign Affairs in Baghdad.

A fresh draft for the last sentence in *Article 5* of the Najd draft was then agreed upon, and is attached to the minutes.

Article 6.—Mr. Cornwallis requested the omission of the words " or tribe " and the insertion of the words " under this agreement," as in the original 'Iraq draft. The Najd draft of *Article 7* was agreed to. With regard to the question of extradition expenses, the Najd delegates appeared to be of the opinion that no claims for expenses should be allowed.

As regards *Article 3* of the Najd draft, Mr. Cornwallis stated that he was unable to agree to its insertion in the extradition agreement, but that Sir Gilbert Clayton would hand a letter on the subject to the King.

ANNEXURE 3.

MEMORANDUM ON THE PROPOSED ARBITRATION BETWEEN NAJD AND TRANS-JORDAN.

I.—Memorandum by Mr. Antonius on Matters Relating to Trans-Jordan.

The questions affecting Trans-Jordan were discussed in committee between me and the King's principal advisers. Eight meetings were held between the 18th and the 24th May, and the questions which formed the subject of discussion were:—

(*a*) The proposed appointment of a British arbitrator to adjudicate on the claims in respect of past raids.
(*b*) The proposed appointment of a permanent Raids Officer.
(*c*) The conclusion of Extradition and Bon Voisinage Agreements between Najd and Trans-Jordan.

2. With regard to (*a*), the King's advisers presented at the opening meeting a rough draft of what they considered should be the qualifications of the arbitrator and his terms of reference. There were several clauses in that document which seemed to me open to objection, and I endeavoured in the meetings which followed to arrive at an agreement over them. Eventually, agreement was reached on all points except one, and the King's advisers withdrew their first draft and presented another, of which a summary is attached to this memorandum. The contents of this second draft seem to me to be fair to both sides and acceptable, save for the provisions of Clause 5.

3. The King's advisers laid great stress on the insertion of Clause 5, and to the last they stated that it was the King's desire that it should form an essential condition of the proposed arbitration. It was obvious that the motive behind the King's insistence was his fear lest the Trans-Jordan Government might put forward fresh claims before the arbitrator, as had been the case at the sittings of the Jericho Court. I pointed out that the inclusion of such a clause was both unnecessary and improper. It was unnecessary because it was obvious that the arbitrator would himself dismiss any claim which was not adequately substantiated; and improper because it limited the arbitrator's discretion to the point of debarring him from examining a category of claims which the Trans-Jordan Government had formally submitted to the Jericho Court. After reference to Sir Gilbert Clayton, I informed the King's advisers that he was not prepared to accept the clause on the grounds that it amounted in effect to a pre-judgment of the very issue which it was proposed to submit to arbitration.

4. The King maintained his insistence on the retention of that clause, and his advisers informed me that unless it was adopted

he could not see his way to submitting to the proposed arbitration. Matters were left there when we concluded our sittings, and as by that time the negotiations between Sir Gilbert Clayton and His Majesty had led to a suspension of the conversations, it was agreed that the discussion of these subsidiary questions be similarly suspended, and referred to the High Commissioner for Trans-Jordan for his views.

5. When the matter was subsequently discussed at a conference in Jerusalem, Lord Plumer and Colonel Cox both expressed the view that the stipulation contained in that clause was unacceptable. It looks, therefore, as if the resumption of negotiations with the King was bound to lead to a deadlock on that point, and to an abandonment of the proposed arbitration. I think it fairly certain that the King will adhere to his insistence on the retention of Clause 5.

6. It may be possible, however, to overcome the difficulty by altering the form of the agreement to be arrived at prior to the appointment of the arbitrator, and to express it in the form of an exchange of notes rather than in a convention of the form proposed by the King's advisers. In that case, Sir Gilbert Clayton would address an identical note to each of the Governments of Najd and Trans-Jordan, proposing the appointment of an arbitrator on the conditions outlined in the Najd draft with the exception of Clause 5, and containing in the place of Clause 5 an assurance to the effect that the King's views on the subject of unregistered claims would be fully communicated to, and carefully considered by, the arbitrator. The assurance could be so worded as to set the King's apprehensions at rest and at the same time safeguard the rights of the Trans-Jordan Government to a fair hearing.

7. With regard to (*b*), it was agreed that a decision on this question should wait upon the decision to be arrived at with regard to the appointment of an arbitrator, and that, in the event of the proposed arbitration materialising, the appointment of a permanent Raids Officer would not come into effect until after the liquidation of past raids.

8. With regard to (*c*), discussions did not progress beyond the stage of a tentative examination. The drafts of the proposed Extradition and Bon Voisinage Agreements which it was contemplated might be concluded between Najd and 'Iraq were examined with a view to their possible conclusion as between Najd and Trans-Jordan. I made certain observations on the proposed drafts, from the point of view of Trans-Jordan interests. In particular, I pointed out that the insistence of the Najd Government on distinguishing between crimes committed by tribesmen and crimes committed by "settled" individuals was open, so far as

concerned Trans-Jordan, to a practical objection which might prove insuperable, namely, that in many cases it would be difficult in practice to draw a hard-and-fast line between tribesmen and settled inhabitants. But I made it quite clear to the King's advisers that, although the proposal to conclude agreements of that nature was one which would be welcomed by the Trans-Jordan Government, I was not in a position to express any binding opinion until the matter had been submitted to the High Commissioner for Trans-Jordan and his instructions obtained. I also informed them that their proposals would be duly submitted to the High Commissioner through the proper channels.

(Initialed) G. A.

II.—Draft Terms of Reference for the Proposed Arbitration between Najd and Trans-Jordan.

1. The arbitrator shall be a neutral person, owing no subjection to the Governments of Najd, Trans-Jordan, Palestine, or 'Iraq, and holding no official position in any of those countries, and shall be a man of proper experience, knowledge, and honesty.

2. The date of the Hadda Agreement, namely, the 1st November, 1925, is to be taken as the starting point for the liquidation of losses. No account will be taken of raids committed prior to that date.

3. The Arbitrator shall communicate his conclusions confidentially to the two Governments before publishing them in the form of a judgment, and shall fix a time-limit during which the two Governments will be expected to submit their observations on his conclusions. If either or both Governments fail to present their observations within the prescribed time, the Arbitrator shall publish his judgment and communicate it officially to the two Governments.

4. The judgment of the Arbitrator will be final and not liable to appeal.

5. The Arbitrator may not examine any claims other than those in respect of which the Government concerned shall have made formal representations to the other Government through the proper channels at the time of the raid or soon after.

6. The expenses of the arbitration shall be borne by the two parties in proportion to the incidence of the award against them.

7. Disputes which may have been brought forward before the Civil Courts and in respect of which a judgment may have already issued will be dealt with in accordance with such judgment. Disputes on which no judgment has been passed by a Civil Court will be referred to the Arbitrator.

8. It will be open to the Arbitrator to call any witnesses through the Government to whom such witnesses may be subject.

ANNEXURE 4.

NOTES EXCHANGED ON THE SUSPENSION OF NEGOTIATIONS.

I.— From Sir G. Clayton.

Jedda,
23rd May, 1928.

His Majesty,
'Abdul-'Aziz ibn 'Abdul-Rahman al-Faisal al-Sa'ud, King of the Hejaz and of Najd and its Dependencies.

Your Majesty,

I have the honour to confirm the agreement arrived at verbally between us with regard to the suspension of our conversations, which has been rendered necessary by the advent of the pilgrimage season.

I have informed Your Majesty that I am taking advantage of this unavoidable interruption to return to London and acquaint His Majesty's Government with the progress of our conversations. It is agreed that, until conversations are resumed or broken off, all parties concerned will endeavour to maintain peace and tranquillity on the Najd-'Iraq border; and that the Governments of these two countries will not only abstain from taking any hostile or offensive action, but will also use their best endeavours to prevent any act on the part of any of their subjects of a nature to cause dissension between the two countries. Further, it is agreed that should tribal attacks or any other untoward incident occur in either country, instant communication is to be established between the two Governments with a view to the taking of such concerted measures as the best interests of peace might dictate.

On behalf of His Majesty's Government, I am in a position to assure Your Majesty that His Majesty's Government will endeavour to the best of their ability to co-operate with the 'Iraq Government towards the achievement of the object described above, and will expect the Government of Najd likewise to do their utmost to maintain peace between the two countries and security on the border, which it is undoubtedly in the interests of all parties concerned to maintain.

Although I am unable to fix a date for the resumption of our negotiations, yet I have noted Your Majesty's statement concerning the necessity of your returning to Najd at the end of Safar next (*i.e.*, about the middle of August next) and of regarding that date as the latest limit for the resumption or rupture of our negotiations.

I shall therefore do my best to acquaint His Majesty's Government with the realities of your position in detail, and point out to them that it is in the interests of both parties to bring the negotiations to a conclusion as soon as possible, especially as the date mentioned above sets a limit to the period during which our present temporary arrangement can take effect.

I beg that Your Majesty will be pleased to accept the expression of my highest respect and consideration.

GILBERT CLAYTON.
His Britannic Majesty's
Commissioner and Plenipotentiary.

II.—The King of the Hejaz to Sir G. Clayton.

(*Translation.*)

Kingdom of the Hejaz and of Najd and its Dependencies.

5th Zul-Hejja, 1346.
(24th May, 1928.)

From 'Abdul-'Aziz ibn 'Abdul-Rahman al-Faisal al-Sa'ud.

To His Excellency Sir Gilbert Clayton,
His Britannic Majesty's Commissioner and Plenipotentiary.

Your Excellency,

It is our pleasure to acknowledge the receipt of your letter of the 23rd May, 1928 (4th Zul-Hejja, 1346) in which you inform us that, in view of the advent of the pilgrimage season, you desire to proceed to London in order to acquaint your Government with the results of our discussions, subject to your returning at the earliest favourable opportunity in order to resume the negotiations.

As for the points which were set forth in your letter under reference, we wish to reply as follows. In the first place, we agree to the proposal contained in your letter to the effect that, until conversations are resumed or broken off, all parties concerned will endeavour to maintain peace and tranquillity on the Najd-'Iraq border; and that the Governments of those two countries will not only abstain from taking any hostile or offensive action, but will also use their best endeavours to prevent any act on the part of all those who are subject to them, of a nature to cause dissension between the two countries. Further, it is agreed that should tribal attacks or any other untoward incident occur in either country, communication is to be immediately established between the two Governments with a view to the taking of such concerted measures as the best interests of peace might dictate.

Secondly, we wish to inform Your Excellency that, just as you assured us on behalf of His Majesty's Government that they would endeavour to the best of their ability to co-operate with the 'Iraq Government towards the achievement of the object described above so we wish to assure you that our Government of Najd will also do their utmost to maintain peace between the two countries and security on the border.

Thirdly, we confirm your statements on the subject of the resumption of negotiations and the period during which the present agreement takes effect. The circumstances of the case require that negotiations be resumed as soon as possible, and that the latest limit for the validity of the present agreement be fixed at the end of Safar next (*i.e.*, about the middle of August next), which is the date on which we are due to return to Najd.

We do not wish to miss this opportunity of expressing to Your Excellency our gratification at the good intentions which you displayed towards us during the conversations. We are confident that, with good intentions prevailing on both sides, difficulties will easily be solved, and peace and friendship will be ensured, and strengthened —a consummation which we regard as essential for the two neighbouring countries.

Respects,

(*Seal*) 'ABDUL-'AZIZ IBN SA'UD.

ANNEXURE 5.

DRAFT EXTRADITION AGREEMENT.

I.—First Draft of the Proposed Extradition Agreement.

PRESENTED BY THE NAJD DELEGATES.

(*Translation.*)

Article 1.—The Najd Government undertakes to surrender to the 'Iraq Government criminals who have taken refuge in their country and who have committed in 'Iraq any of the crimes referred to in Article 2 of this Agreement, and the 'Iraq Government undertakes to surrender to the Najd Government criminals who have taken refuge in their country and who have committed in Najd any of the crimes mentioned in Article 2 of this Agreement.

Article 2.—Crimes, the perpetrators of which will be surrendered, are confined to the following :—

Assault with violence, highway robbery, looting or pillage, robbery with violence, wounding, murder or raiding, committed either by an individual or by a band and committed either against an individual or against the Government or against private property or Government property, and similarly assault or attempts against His Majesty the King of the Hejaz and of Najd and its Dependencies or against His Majesty the King of 'Iraq or any member of their Houses. Criminals who have committed political crimes will not be extradited, it being understood that no crime committed by tribesmen whether individually or in bands will be reckoned a political crime.

Article 3.—Should any individual or any group of tribesmen commit an act of raiding or pillage or any other of the crimes mentioned in the previous Article, in the territory of the other party and return to his or their country of origin and then escape to the country in which the offence was committed before his or their Government is able to carry out the punishment referred to in Article 1 of the Bahra Agreement, or after such punishment, it shall be incumbent on the Government in whose territory the crime was committed to surrender or to expel the offenders to abstain from giving them shelter and to prevent them from escaping to neighbouring foreign territories.

Article 4.—Demands for extradition from the 'Iraq Government will be addressed to the competent authorities in Najd and will include the under-mentioned documents :—

(1) A document containing a description of the offender or offenders and such information as will facilitate the establishment of his or their identity.

(2) A document containing a concise account of the crime committed. If the offender has been sentenced a certified copy of the judgment will be included and all the documents shall be sealed with the seal of.....

Article 5.—A demand for extradition made by the Najd Government shall be addressed to the authorities concerned in 'Iraq and shall include documents referred to in Article 4, on condition that all these documents should bear the seal of ..... and both Governments may put forward the necessary description of the offender verbally between their representatives.

Article 6.—No person or tribe shall be surrendered for any crime committed previous to the date of this Agreement.

Article 7.—A criminal surrendered according to this Agreement in order that he may be tried for the crime specified in the demand for extradition may not be tried for any crime other than that for which he was extradited unless he be given sufficient opportunity to leave the country and he has not availed himself of the opportunity given.

Article 8.—The terms of this Agreement shall come into force on the date of the exchange of ratifications and shall remain in force until either of the high contracting parties notifies its intentions to terminate it at six months' notice.

II.—Second (Revised) Draft of the Proposed Extradition Agreement.

PRESENTED BY THE NAJD DELEGATES.

(*Translation.*)

Article 1.—The Najd Government undertakes that it will surrender to the 'Iraq Government according to the provisions of this Agreement 'Iraqi offenders who have escaped to its country and who have committed in 'Iraq territory any of the crimes referred to in Article 2 of this Agreement. Similarly, the 'Iraq Government undertakes that it will surrender to the Najd Government according to the provisions of this Agreement Najdi offenders escaping to its country and who have committed in Najd territory any of the crimes mentioned in Article 2 of this Agreement.

Article 2.—Crimes which render their perpetrators liable to extradition are confined to the following: violent assault, highway robbery, looting and pillage, robbery with violence, simple theft, wounding, murder and raiding, whether they be committed by an individual or by a band and whether they be against private or Government property, and also attempts against His Majesty the King of the Hejaz and of Najd and its Dependencies and against

His Majesty the King of 'Iraq or any of the members of their Houses. Political offenders will not be extradited, on the understanding that all crimes committed by tribesmen either individually or jointly, are not to be regarded as political crimes.

Article 3.—Should any individual or tribe commit an act of raiding or looting or any other of the crimes mentioned in the preceding Article in the territory of the other party and return to their country of origin and then escape to the country in which the offence was committed before their Government is able to inflict the punishment referred to in Article 1 of the Bahra Agreement, or after such punishment, it shall be incumbent on the Government in whose territory the crime was committed to surrender the offenders or to expel them and to abstain from harbouring them and to prevent them from escaping to neighbouring foreign territories.

Article 4.—Demands for the extradition of offenders submitted by the 'Iraq Government will be submitted to the suitable authorities in Najd and will include the following documents:—

(i) A document containing as far as possible a description of the offender or offenders and any information available to establish his or their identity;
(ii) A document containing particulars of the crime committed;
(iii) If the offender has already been sentenced, a certified copy of the sentence will be attached and all the documents will be sealed with the seal of .....

Article 5.—A demand for the extradition of offenders submitted by the Najd Government will be sent to the proper authorities in 'Iraq and will include the documents referred to in Article 4, all such documents being sealed with the seal of ..... Both Governments may put forward particulars describing the identity of an offender orally through their representatives, on condition that such verbal description will be accompanied by official documents.

Article 6.—No person or tribe will be surrendered for any crime committed previous to the date of this Agreement.

Article 7.—Should an offender be surrendered according to this Agreement in order to be tried for a crime specified in the demand for extradition, he may not be tried for a crime other than that for which extradition was demanded unless he be given sufficient opportunity to leave the country and does not avail himself of this opportunity, it being understood that the offender may be tried for crimes committed by him after his surrender.

Article 8.—The terms of this Agreement will come into force on the date of the exchange of ratifications and will remain in force for six months after one of the contracting parties has signified its desire to terminate it.

III.—Amendment Proposed by the Najd Delegates to Article 3 of the 'Iraq Draft Extradition Agreement.

Crimes, the perpetrators of which are liable to extradition, are confined to the following :—

Assaults by violence, highway robbery, looting or pillage, theft, whether common or with violence, wounding, murder, raiding, whether committed by individuals or bands, and whether committed against an individual or against the Government, and likewise attempts on the life of His Majesty the King of the Hejaz and Najd and its Dependencies and His Majesty the King of 'Iraq or a member of their Houses. The extradition of criminals who have committed political crimes is not permitted, it being understood that all crimes which may be committed by tribesmen, whether as individuals or in bands, will not be regarded as political crimes.

IV.—Amendment Proposed by 'Iraq Delegates.

Article 3 mentioned in 'Iraq draft Extradition Agreement to remain, but the following to be added to it :—

" If any of the abovementioned crimes are committed against the Government or against individuals by tribesmen, they will not be regarded as political crimes, whatever may be the motive for their commission."

ANNEXURE 6.

DRAFT BON VOISINAGE AGREEMENT.

I.—First Draft of the Bon Voisinage Agreement.

PRESENTED BY THE NAJD DELEGATES.

His Majesty the King of the Hejaz and of Najd and its Dependencies on the one part,

In view of their friendly desire to establish the friendly relations prevailing between the Kingdom of the Hejaz and of Najd and its Dependencies, and the Kingdom of 'Iraq, on a sound foundation which shall ensure the maintenance of their ties of amity and good understanding and safeguard the common interests of the two countries on a foundation of solid friendship and reciprocal benefit ;

and in view of the former treaties concluded between the Najd and 'Iraq Governments for the regulation of the relations between the two countries, which are known as the Muhammara Convention concluded on the 7th Ramadan, 1340 (5th May, 1922), and the two Protocols of Uqair, Nos. 1 and 2, concluded on the 13th Rabi' Thani, 1341 (2nd December, 1922) and the Bahra Agreement concluded on the 14th Rabi' Thani, 1344 (1st November, 1925) ;

and in view of the fact that the relations of *bon voisinage* can be further insured by complementary dispositions ;

Have resolved that a treaty of Friendship and Bon Voisinage be concluded between Najd and 'Iraq, and have appointed as Plenipotentiaries on their behalf who, having examined their respective credentials and found them in due and proper form, have agreed upon and concluded the following clauses :—

Article 1.—Permanent peace which cannot be disturbed has been agreed upon between the Kingdom of the Hejaz and of Najd and its Dependencies and the Kingdom of 'Iraq, and arrangements are to be made for diplomatic and consular representation between the two countries according to the general principles of international usage.

Article 2.—His Majesty the King of the Hejaz and of Najd and its Dependencies recognises the national ('Iraqi) status of the subjects of His Majesty the King of 'Iraq when they are in His Majesty's country, and similarly His Majesty the King of 'Iraq recognises the national (Hejazi and Najdi) status of the subjects of His Majesty the King of the Hejaz and of Najd and its Dependencies and

His Majesty's right of protection to the persons enjoying His Majesty's protection when they are in the country of His Majesty the King of 'Iraq.

Article 3.—The high contracting parties mutually undertake to oppose to the best of their power any measures taken by one or more individuals with the intention of committing hostile acts in the neighbouring frontier areas, and to prevent such individuals from crossing the frontier.

Article 4.—The high contracting parties mutually undertake that each will report to the other, as rapidly as possible and by such means as is agreed upon, any information which reaches them regarding preparations made by one or more individuals with the object of attacking the frontier area.

Article 5.—The high contracting parties mutually agree that each will inform the other as rapidly as possible of the occurrence of any act of pillage or highway robbery or raiding which may have taken place in his territory and this information will be delivered to such authority as will permit the taking of necessary measures to prevent the offenders from crossing the frontier area.

Article 6.—Should the offenders succeed in crossing the frontier in spite of the measures taken, the provisions of the Extradition Agreement concluded this day between the Najd and 'Iraq Governments will be applied.

Article 7.—The high contracting parties declare their mutual desire to establish the conditions mentioned in Article 3 of Protocol No. 1 concluded at Uqair on the 13th Rabi' Thani, 1341 (2nd December, 1922).

Article 8.—The high contracting parties declare that Article 6 of the Bahra Agreement includes military police, desert police or air forces pertaining to the Government of Najd and 'Iraq and the British Government and the high contracting parties confirm the undertaking fully to respect the text of that Article.

Article 9.—The high contracting parties declare that Article 5 of the Bahra Agreement includes officials and nationals of both Governments and foreign officials serving under them.

Article 10.—To insure good neighbourly relations between the two Governments and in order to secure rapidity in the exchange of information regarding tribal movements and acts of pillage and raiding which may occur from both sides and to facilitate the execution of the terms of this Agreement and of former treaties in existence between the two Governments, the high contracting parties shall proclaim that they have appointed the following authorities as channels of communication for urgent correspondence and the reference of minor disputes on the frontier, namely on the Najd side the Amirs of Hasa and Hail, and on the 'Iraq side.....

Only the abovementioned officials shall have the right to correspond with each other, but they shall not be entitled to correspond direct with tribes or chiefs of the other party.

Article 11.—The high contracting parties mutually agree to forbid their officials from crossing the frontier or mixing with the tribes or chiefs of the tribes of the other party either on foot or mounted or in cars or in aeroplanes, and the Government whose territory is entered by such individuals will not be responsible for their safety if such entry has been carried out without their permission.

Article 12.—The high contracting parties mutually agree to take the necessary steps to prevent unofficial persons from their subjects or the subjects of other nationals from crossing the frontier of the other for purposes of travel or exploration or hunting or any other purpose without receiving prior permission from both parties concerned. They further admit that the notification of permission to such individuals is an important matter which is necessary to observe.

Article 13.—This treaty will come into force from the date of exchange of ratifications and shall remain in force unless or until one of the high contracting parties signifies his desire to terminate it at six months' notice.

Article 14.—This treaty has been drawn up in duplicate in the Arabic language.

II.—Second (Revised) Draft of the Proposed Bon Voisinage Agreement.

PRESENTED BY THE NAJD DELEGATES.

His Majesty the King of the Hejaz, and of Najd and its Dependencies on the one part

In view of their true desire for the establishment of friendly relations between the Kingdom of Hejaz and of Najd and its Dependencies and the King of 'Iraq on a secure foundation which shall ensure the maintenance of their ties of amity and good understanding and safeguard the common interests of both countries on a foundation of solid friendship and mutual profit ;

and in view of the former treaties concluded between the Governments of Najd and of 'Iraq for the regulation of the relations between the two countries, which are known as the Muhammara Convention concluded on the 7th of Ramadan, 1340 (5th May, 1922), and the Protocols of Uqair, Nos. 1 and 2, concluded on the 12th Rabi' Thani 1341 (2nd December, 1922), and the Bahra Agreement concluded on the 14th Rabi' Thani 1344 (1st November, 1925) ;

and in view of the fact that the relations of *bon voisinage* may further be ensured by certain complementary dispositions;

HAVE resolved that an agreement of friendship and Bon Voisinage be concluded between 'Iraq and Najd and have appointed as Plenipotentiaries on their behalf .....

WHO, having examined their respective credentials, and found them in due and proper form, have agreed upon and concluded the following Articles :—

Article 1.—Concerning recognition .....

Article 2.—There is established between the Kingdom of Hejaz and of Najd and its Dependencies and the Kingdom of 'Iraq permanent peace not to be disturbed and there will be established between the two countries an arrangement for diplomatic and consular representation according to the general principles of international usage.

Article 3.—His Majesty the King of the Hejaz and of Najd and its Dependencies acknowledges the national ('Iraqi) status of the subjects of ..... when they are in His Majesty's dominions and likewise ..... acknowledges the national (Najdi and Hejazi) status of the subjects of His Majesty the King of the Hejaz and of Najd and its Dependencies and His Majesty's protectorate over persons enjoying the protection of His Majesty when they are in 'Iraq.

Article 4.—Each of the contracting parties undertakes to maintain good relations with the other party and that they will endeavour as far as lies in their power to prevent the use of their country as a base for unlawful activities or preparations therefor (including raiding) directed against peace and tranquillity in the territory of the other party, and they both agree that they will prevent persons engaged in such activities or preparations from crossing the frontier.

Article 5.—The high contracting parties undertake mutually to inform one another as rapidly as possible of any information which reaches them regarding the activities referred to in the preceding Article, and in which one or more persons may be engaged with the object of attacking the adjoining frontier zone.

Article 6.—Should either of the high contracting parties receive information relating to the occurrence of an act of looting, highway robbery or raiding in its territory, it may inform the other party in order that the latter may make the necessary arrangements for the punishment of the offenders after their return to their country should they be their subjects or in order to prevent them from crossing the frontier should they be subjects of the Government giving the information.

Article 7.—To ensure good neighbourly relations between the two countries and with the object of ensuring a rapid exchange of information concerning the movements of tribes or acts of looting and raiding which may occur from both sides and in order to ensure execution of the terms of this treaty and to prevent a repetition of the incidents which have occurred in the past between the two Governments, the high contracting parties shall declare that they appoint from time to time officers who shall be used as channels of correspondence and as authorities to settle minor disputes in the frontier area, and only such officials will have the right to correspond with each other.

Article 8.—The high contracting parties mutually undertake that they will prevent officials subject to them from crossing the frontier and mixing with tribes or shaikhs of tribes subject to the other party whether they be on foot or mounted or in cars or in aeroplanes, and the Government whose territory shall be entered by such persons shall not be responsible for their safety should their entry be made without the permission of that Government.

Article 9.—The high contracting parties mutually undertake that they will make the necessary arrangements to prevent their subjects or individuals of other nationalities residing in their territories or proceeding from the same from crossing the frontier for purposes of travel or exploration or sport or any other purpose without obtaining previous permission of the competent authorities on both sides and the Government whose territory may be entered by such persons will not be responsible for their safety should their entry be made without its permission on the understanding that the tribes in their movements remain subject to the terms of the Bahra Agreement and other similar treaties.

Article 10.—The terms of this treaty shall come into force on the date of the exchange of ratifications and shall remain in force until either party signify its desire to terminate it by giving six months' notice.

Article 11.—This treaty was written in two copies in the Arabic language.

ANNEXURE 7.

CORRESPONDENCE RELATING TO FRONTIER INCIDENTS, APRIL, 1928.

I.—Letter from Sir Gilbert Clayton.

Jedda.
22nd May, 1928.

His Majesty, 'Abdul-'Aziz ibn 'Abdul-Rahman al-Faisal al-Sa'ud, King of the Hejaz and of Najd and its Dependencies.

Your Majesty,

I have the honour to inform you that Your Majesty's advisers called on me this morning and informed me verbally that news was received yesterday to the effect that certain cars and aeroplanes from 'Iraq had crossed the Najd frontier, that the occupants of the cars had tried to induce certain tribesmen to migrate into 'Iraq, and that the aeroplanes had dropped bombs over Najd territory, between the 6th and 10th Zul-Qa'da (25th–29th April). They also informed me that Your Majesty had received the news with the greatest surprise and regret, that you regard these incidents as a negation of the spirit which has animated our negotiations and that you had ordered them to convey to me an expression of strong protest on the part of Your Majesty.

In reply, I would beg Your Majesty to believe that my surprise and regret at the reception of this news are not less than Your Majesty's, and that I cannot but agree with Your Majesty in thinking that any such incidents would be completely contrary to the spirit in which I was instructed by His Majesty's Government to enter into negotiations with Your Majesty.

I consider it my duty to report the matter at once by telegram with a request for an early reply, in the hope that I may be in a position to send Your Majesty a further communication on this matter before leaving Jedda this week.

I beg that Your Majesty will be pleased to accept the expression of my highest respect and consideration.

GILBERT CLAYTON,
His Britannic Majesty's Commissioner and Plenipotentiary.

II.—Letter from the King of the Hejaz.

Jedda.
3rd Zul-Hejja, 1346.
(22nd May, 1928.)

(*Translation.*)

From 'Abdul-'Aziz ibn 'Abdul-Rahman al-Faisal al-Sa'ud.
To Sir Gilbert Clayton, H.B.M. Commissioner and Plenipotentiary.

Your Excellency,
Greetings.

We wish to inform you that we have to-day received from our Governor at Hail regrettable news of the occurrence of fresh incidents on the frontier, caused by motor-cars and aeroplanes from 'Iraq, at a time when it had been agreed between us and the British Government that a conference should be held with a view to discussing, in a friendly and cordial spirit, the various questions which have occasioned similar incidents on the frontier. It is a matter for deep regret that, even as you were on your way from London to meet us, carrying with you the promise of peace and a desire to come to an understanding, certain persons who do not appreciate the realities of the situation and do not desire the maintenance of friendship and good understanding were proceeding once again to violate the sanctity of Treaties and Agreements, and were permitting themselves and the officials attached to them to intrude upon the independence of Najd and cross her frontiers in cars and aeroplanes—a proceeding which no international usage or humanitarian principle or treaty obligations can warrant.

The particulars of those incidents are as follows :—

(i) About the time of our departure from the Qasim, in the early days of Zul-Qe'da (*i.e.*, about the last week of April), eight cars came to the camping-grounds of the inhabitants of Aiwej, in the neighbourhood of Lina, and their occupants entered into conversation with Najdi tribes encamped at that spot, on the subject of their crossing over into 'Iraq territory. The cars made a stay of two days, during which the occupants kept trying to persuade the tribes, but their efforts did not meet with success.

(ii) Five days later three aeroplanes circled and dropped bombs over Lina and Sal Lina. One of the machines made a forced landing, but none of our tribesmen went near it in spite of the fact that it had committed an act of aggression on them. The two other machines flew back to their base, and subsequently returned in an endeavour to repair the damaged aeroplane ; but, having failed to do so, they set fire to it.

(iii) A few days previously, other aeroplanes had flown over the Bashuk area repeatedly.

In face of this series of acts of aggression on the part of the 'Iraq Government we have no alternative but to reiterate our bitter protest on the following points :—

(*a*) We strongly protest against the interference of officials with our tribes and their acts, which are contrary to the terms of Agreements in force ;

(*b*) We protest against the crossing of our frontier by cars and aeroplanes ;

(*c*) We protest against the bombing of our peaceful tribes by aeroplanes.

Lastly, we would ask Your Excellency to report this matter to the British Government and to inform them that perseverance in such conduct on the part of those in 'Iraq can only lead to evil consequences, more particularly in view of the great efforts which, as you are aware, we have displayed to pacify the people of Najd and prevent them from carrying out the intentions they harboured towards 'Iraq ; if, while we are trying by every means to allay their excitement, the 'Iraq Government demolish what we erect and pull down what we put up, what answer can we make to the people of Najd, and by what means are we to pacify them and allay their excitement ?

For these reasons, we beg that a stop be put to such acts, which are sanctioned neither by usage nor by treaty nor by right.

Respects.

(Seal) 'Abdul-'Aziz ibn 'Abdul-Rahman al-Sa'ud.

III.—Telegram from Sir Gilbert Clayton.

Telegram to His Majesty's High Commissioner for 'Iraq, No. 69, dated 22.5.28.

Addressed to Baghdad No. 69, repeated to Foreign Office No. 40.

Following from Clayton :—

Ibn Sa'ud has communicated to me following detailed and circumstantial report which he received in Mecca.

First, eight cars came to Aiwij on the 25th or 26th April and tried to persuade tribes to migrate into 'Iraq. Second, aeroplanes flew over Lina on 27th or 28th April and dropped bombs. Third,

aeroplanes flew over tribes in Bashuk area on 27th or 28th April and dropped bombs. Fourth, three aeroplanes flew to Lina on 29th April where one made a forced landing. The other two aeroplanes flew back to 'Iraq and then returned, but failing to repair machine burnt it and flew back. These proceedings were watched by a large crowd of tribesmen, who in deference to the King's strict orders took no hostile action. The King protested vehemently to me against these incidents, especially at a time when negotiations had been mutually agreed upon. Report has placed me in a most unfortunate position on the eve of my departure. I have had to send a provisional reply to the King expressing my surprise and regret at the reception of such a report and informing him that I would at once telegraph for confirmation. If the news is true or even partly so the maintenance of peace during the period of suspension will be jeopardised unless I am authorised to convey an expression of regret to the King. Cornwallis and Glubb cannot throw any light on the incidents which are alleged to have occurred on dates subsequent to their departure. Should be grateful for immediate reply which I can communicate to Ibn Sa'ud before I leave.

IV.—Telegram from Sir Henry Dobbs.

No. 93 S. Despatched 23.5.28. Received 23.5.28.

Addressed to Jedda No. 93 S, repeated to Colonial Office No. 294.

Following for Clayton :—(Telegram No. 40 to Foreign Office.) When news that Ibn Sa'ud consented to meet you was received, transfrontier reconnaissances were cut down to the minimum, but owing to uncertainty of his movements and reports received as late as 27th April that he was detained at Buraida and that Akhwan were obdurate I did not feel justified in stopping such reconnaissances completely until I was certain that he had . . . Akhwan and left for Jedda. First definite news to this effect was Jedda telegram of 2nd May announcing that Ibn Sa'ud had arrived at Medina. On receipt of this, transfrontier flights were immediately suspended. (*Vide* Aviation telegram A. O. 12 of 5th May to Air Ministry). No bombs have been dropped in Najd since 24th February when Safa was bombed. As regards four instances reported by Ibn Sa'ud. (1) British armoured cars visited Aiwij on the road to reconnaissance on 19th April. No effort was made to induce tribes to cross into 'Iraq. (2) Aircraft reconnoitred over Lina on 25th April. No bombs were dropped. (3) On 23rd and 24th aircraft visited Bashuk area searching for Dhafir who, contrary to orders, had left 'Iraq to raid Mutair. The Dahfir were found and turned back (*see*

Bourdillon's letter of 4th May to Cornwallis and Aviation telegram A. O. 10 of 27th April to Air Ministry). Sole object of flight was to stop Dhafir raiding Mutair. (4) These incidents actually took place on 1st and 3rd May. Aeroplanes had been broken up and looted by tribesmen and therefore had to be burnt.

His Majesty's Government were, I understand, aware that until it was certain that meeting with Ibn Sa'ud would take place occasional air reconnaissances over Najd territory were to continue.

V.—Telegram from Sir G. Clayton.

Telegram to His Majesty's High Commissioner for 'Iraq, No. 77, dated 25.5.28. Addressed to Baghdad, No. 77, repeated to Foreign Office, No. 44.

Following from Clayton :—

Your telegram No. 93 S noted.

The information which Ibn Sa'ud has received and communicated to me appears to be substantially correct. In the present state of negotiations the explanation given does not enable me to reply satisfactorily to Ibn Sa'ud's protest against violation of his frontiers, which he maintains was unprovoked and unwarranted at a time when peaceful conversations had for some time been definitely agreed upon (*vide* his letter of 5th April accepting my mission) and the British delegate was already on his way to Jedda. To use the explanations and arguments advanced in your above quoted telegram and in Bourdillon's letter to Cornwallis which I have opened and read would only inflame situation further.

I am therefore getting out of an awkward predicament as best I can by promising to lay Ibn Sa'ud's protest before His Majesty's Government as soon as I reach London.

VI.—Letter from Sir G. Clayton.

Jedda.
25th May, 1928.

His Majesty, 'Abdul-'Aziz ibn 'Abdul-Rahman al-Faisal al-Sa'ud, King of the Hejaz and of Najd and its Dependencies.

Your Majesty,

I have the honour to acknowledge the receipt of your letter M3/27/41, dated the 3rd Zul-Hejja 1346 (22nd May, 1928), relating to the incidents on the 'Iraq frontier.

On that date, I had the honour of addressing Your Majesty in a letter which I wrote immediately on receipt of the news communicated verbally to me by your advisers. I wish now to confirm the statements contained in my letter of the 22nd May and to repeat that I shall endeavour to send Your Majesty a further reply at an early date.

My last act before leaving Jedda to-day is to write these lines which will convey to Your Majesty an expression of sincere gratitude for the kindness and hospitality which you have extended to me and the members of my Mission. For myself I venture to thank Your Majesty very sincerely for the patience and consideration which you have always shown to me and for the cordial atmosphere in which our conversations have been conducted.

I wish Your Majesty all health and strength in the great task on which you are engaged.

I beg that Your Majesty will be pleased to accept the expression of my highest respect and consideration.

GILBERT CLAYTON.

His Britannic Majesty's
Commissioner and Plenipotentiary.

APPENDIX.

59092/28 [No. 20 A.]

Colonial Office to Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B.

Downing Street,
17th April, 1928.

Sir,

I am directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 10th of April* notifying your acceptance of the appointment of special British Representative for the purpose of negotiating a settlement of outstanding questions with His Majesty King Ibn Sa'ud. It is not the desire of His Majesty's Government to limit your discretion in regard to the manner in which the results desired by His Majesty's Government should be attained, but for your guidance and in order to assist you in the negotiations it is thought desirable to communicate to you the following information regarding the circumstances which have necessitated your mission and to state the policy of His Majesty's Government in regard to the matters which will form the subject of your conversations with His Majesty King Ibn Sa'ud.

2. The primary object of your mission will be to discuss the present critical situation between 'Iraq and Nejd, which has arisen as a result of a series of raids into 'Iraq and Koweit territory by certain Akhwan elements, and to attempt in conversation with His Majesty to liquidate this situation in such a manner as will prevent further raids of this nature upon territories with which His Majesty's Government are in treaty relations. To assist you in this part of your mission it is proposed that Mr. K. Cornwallis, C.M.G., C.B.E., D.S.O., the Adviser to the Ministry of Interior, 'Iraq, should accompany you. He will be fully acquainted with the details of these raids, the casualties inflicted, the loss of live stock and property occasioned, and the claims for reparation therefor to be presented by the 'Iraq Government. He will also be in a position to advise you in regard to the tribal situation on the 'Iraq-Nejd frontier. It is also proposed that Mr. B. H. Bourdillon, C.M.G., the Counsellor to the High Commissioner for 'Iraq, should fly to Egypt to consult with you in regard to the conduct of this part of your mission.

3. For your information in regard to this aspect of your mission, I am to enclose a copy of a memorandum† prepared in the Foreign Office summarising the correspondence which has passed between His Majesty King Ibn Sa'ud and the various representatives of His Majesty's Government concerned. I am also to enclose copies of statements‡ furnished by the High Commissioner for 'Iraq containing a summary of the communications received by him from King Ibn Sa'ud, and showing in a parallel column the action taken thereon and the replies to the complaints made in His Majesty's letters. A more complete set of correspondence with King Ibn Sa'ud, as affecting 'Iraq and Trans-Jordan, will doubtless be communicated to you by those Governments and, in so far as it has passed through Jeddah, by the British Agent and Consul at that port. Although these documents set out in full the circumstances leading up to the present situation it might be of advantage to furnish you with a brief account of the principal events which have led to the present crisis in the relations between His Majesty's Government and the King of Nejd.

4. In September of last year King Ibn Sa'ud addressed to the High Commissioner for 'Iraq a protest against the establishment by the 'Iraq Government of certain advanced police posts. The post to which His Majesty took principal exception was one at Busaiyah, then in course of

* 59106/28 [No. 1]; not printed. † 58117/28 [No. 142] and 59068/28 [No. 198]; not printed.
‡ 58117/28 [Nos. 150 and 182] and 59086/28 [No. 349]; not printed.

construction, which provided accommodation for some 15 police. The post was situated at a distance of some 75 miles from the nearest point on the 'Iraq–Nejd frontier. In his letter His Majesty represented that the construction of this post was contrary to the provisions of Article 3 of the Uqair Protocol of the 2nd of December, 1922, which reads as follows:—

> "The two Governments mutually agree not to use the watering places and wells situated in the vicinity of the border for any military purpose, such as building forts on them, and not to concentrate troops in their vicinity."

Some three weeks later King Ibn Sa'ud followed up this letter with a further protest. At this point it should be explained that the construction of the Busaiyah post and similar police posts at other places equally far distant from the frontier was undertaken by the 'Iraq Government in response to a previous complaint by King Ibn Sa'ud that the 'Iraq Government were permitting the refugee Shammar tribe to raid into Nejd territory through the narrow corridor connecting 'Iraq and Trans-Jordan. The 'Iraq Government hoped by the establishment of these advanced police posts to obtain early information of such raids and thus, even if unable to prevent them occurring, at least to intercept the raiders on their return and inflict salutary punishment.

5. In the latter part of October the High Commissioner replied to King Ibn Sa'ud pointing out that there was no foundation for the charge that the establishment of the Busaiyah post was a contravention of the Uqair Protocol and sending photographs and details of the post to demonstrate that, quite apart from the fact that it could not be described as "in the vicinity of the border" (it is, in fact, the same distance from the Nejd frontier as the fortified post at Rutbah on the trans-desert air and motor route), its small size and limited garrison rendered any description of it as "a fort" misleading. On 5th November, while this correspondence was in progress, a party of Mutair raided the Busaiyah post and slaughtered its occupants, including, in addition to the garrison of 6 police, an irrigation official, 12 coolies, and an 'Iraqi woman. After this raid there followed in quick succession a number of further raids by Mutair tribesmen upon 'Iraq tribes. These raids were characterised by the utmost savagery. Strongly-worded protests were sent to King Ibn Sa'ud, but these produced equivocal replies which, while admitting that in carrying out these raids the leader of the Mutair, Shaikh Faisal al Dawish, had acted in defiance of His Majesty's instructions, represented that the fault really lay with the 'Iraq Government in constructing the police post and that if the police post were abandoned the raids would cease. It became increasingly obvious that the Mutair tribe had definitely thrown off King Ibn Sa'ud's authority and were no longer under his effective control; and this view was apparently substantiated by a warning which His Majesty conveyed to the Resident in the Persian Gulf to the effect that a large force of Akhwan were marching north contrary to his orders. In these circumstances, His Majesty's Government decided that there could no longer be any objection to the Royal Air Force in 'Iraq being authorised to pursue Akhwan raiders across the border in order to inflict, if possible, a lasting lesson on them. This decision was communicated to King Ibn Sa'ud.

6. In the meantime, these constant Akhwan raids had had the effect of seriously unsettling the 'Iraq tribe of Anizeh, one of the most powerful tribal confederations in 'Iraq. Towards the end of December the High Commissioner reported that unless effective measures were taken to prevent further raids and to restore the confidence of this tribe, there was a serious danger that they would desert 'Iraq and join the Akhwan. He explained that, owing to the immense stretch of frontier and the great distance involved it was almost impossible for British aircraft to catch the raiders red-handed and to inflict punishment upon them within 'Iraq territory, and he suggested that, unless within a specified period King Ibn Sa'ud demonstrated his

willingness and ability to punish the raiders, a blockade of the Hasa ports should be imposed in order to bring pressure to bear on the Akhwan. His Majesty's Government were, however, unwilling to adopt so serious a step, in any case until more direct action against the guilty tribesmen had been tried and proved unsuccessful. After full consideration they decided that, in the first instance, it would be preferable to extend air action beyond the 'Iraq frontier in order to deny an area of grazing grounds to the Akhwan. Early in January and after the lapse of some two months since the initial raid had taken place, during which further raids had occurred and King Ibn Sa'ud had taken no effective measures to restrain his recalcitrant subjects, the authority for the adoption of this measure was given and King Ibn Sa'ud was notified accordingly. Advance aircraft and armoured car bases were pushed forward to the vicinity of the frontier and notices were dropped warning tribes to move out of the area which was to be denied to the Akhwan. This action, coupled with constant air reconnaissances, was sufficient to restore the confidence of the 'Iraqi tribes, and for some three weeks the raiding activities on the part of the Mutair were suspended. At the end of January, however, further raids occurred culminating in a raid upon 'Iraq and Koweit tribesmen by some 2,000 of the Akhwan who penetrated to a depth of some 65 miles. The raiders were attacked by British aircraft and are understood to have suffered severe losses.

7. King Ibn Sa'ud had hitherto endeavoured to exculpate himself and his tribes by the allegation that the 'Iraq Government had broken their treaty pledges and thus to excuse his failure to prevent the raids and to administer punishment. He now represented that the crossing of his frontier by British aeroplanes was a violation of his territory. These aeroplanes, he alleged, by bombing guilty and innocent alike had so outraged the feelings of his people that he had had to abandon measures which he had already set in motion for the control and punishment of the Mutair, his work of pacification had been destroyed and he could no longer control the feelings of his people. A complete answer to this allegation that innocent persons have been attacked by British aircraft will be found in a telegram from Sir H. Dobbs, dated the 19th of March,* of which a copy is attached.

8. In response to this message, His Majesty's Government replied that in order to assist him to regain control and provided that His Majesty would give assurances that he would prevent further raids and would punish the offenders and exact full reparation, orders would be issued that no aircraft should cross the Nejd frontier except in hot pursuit of raiders. At the same time, His Majesty's Government repeated a suggestion previously made by them on several occasions that a meeting should be arranged between His Majesty and the British Resident in the Persian Gulf to discuss the questions in dispute. His Majesty did not accept this invitation nor did he give the assurances for which His Majesty's Government had asked, but merely reiterated his previous protests. Meanwhile, rumours became current that all the Akhwan were joining with the Mutair in a regular *jihad* (Holy War) against the non-Akhwan States of 'Iraq, Trans-Jordan, and Koweit, and that King Ibn Sa'ud (himself powerless to prevent it) had been forced to associate himself with this movement. Later information, however, tends to discredit these rumours, and to indicate that King Ibn Sa'ud dissociates himself from the action of the more unruly elements of the Akhwan and has been, at least temporarily, successful in detaching the important tribe of Ataibi from the movement against 'Iraq and Koweit. According to earlier rumours this tribe, together with the Ajman, had decided to join with the Mutair in attacking 'Iraq, Trans-Jordan, and Koweit.

9. Throughout his letters King Ibn Sa'ud has maintained, in the face of uncontrovertible evidence to the contrary, that the establishment of the

* 59086/28 [No. 259]; not printed.

Busaiyah post and similar police posts is a contravention of the Uqair Protocol and has continued to press for its abolition as providing the only solution of the present trouble. To this His Majesty has lately added a further condition, namely, that those responsible for bombing his territory should be punished. As an example of the general tenor of King Ibn Sa'ud's recent letters, I am to enclose a translation of a letter from His Majesty dated the 8th of March.* The comments of the High Commissioner for 'Iraq upon this letter will be found in his telegram No. 168 of the 19th of March† to which reference has been made in paragraph 7 above.

10. His Majesty's Government are not prepared to admit that the 'Iraq Government, in constructing these posts, acted otherwise than in full accord with their treaty obligations; nor are they prepared to agree to the demolition of any of these posts. It should be realised that the interest of His Majesty's Government in the maintenance of these posts does not arise solely out of their responsibility for the defence of 'Iraq. It is of the utmost importance for His Majesty's Government to ensure the preservation of the authority of the 'Iraq Government in the corridor connecting 'Iraq and Trans-Jordan. If Akhwan influence were allowed to penetrate into this area, the projects of a pipe line and a railway from Haifa to Baghdad, to which His Majesty's Government attach considerable importance, would become impracticable. The only apparent means of securing the maintenance of 'Iraq authority in this area is by a chain of posts such as those which have been established by the 'Iraq Government, and to which King Ibn Sa'ud takes such a strong exception. You will see, therefore, that Imperial as well as local issues are involved. Consequently, a solution on the lines proposed by King Ibn Sa'ud is unacceptable, and it remains to consider what other measures can be taken in order to provide a satisfactory settlement of the matters in dispute, and one which will offer good prospects of the cessation of further raiding and the establishment of settled conditions on the 'Iraq–Nejd frontier.

Doubtless, a full and frank discussion of the questions in dispute between yourself and King Ibn Sa'ud will go far to convince His Majesty (if indeed he is not already convinced) that his protests against the establishment of the Busaiyah post were unjustified and that in this matter the action of the 'Iraq Government has been correct, but, if any settlement which may be reached is to be lasting, the question of King Ibn Sa'ud's own position *vis à vis* his tribes cannot be ignored. No settlement can be considered satisfactory which involves any serious and apparent loss of prestige on his part and therefore tends to weaken his control over his subjects. In short, some arrangement should be arrived at, which, without involving any admission of fault on the part of the 'Iraq Government or of His Majesty's Government, will serve to mitigate His Majesty's difficulties.

11. The dispute, ostensibly at least, has arisen owing to a difference of interpretation of the words "in the vicinity of the border" in Article 3 of the Uqair Protocol. In the interests of both parties it is essential that some means should be found of removing the ambiguity in this phrase and thus eliminating the possibility of further dispute by the adoption of an accepted definition. It has been suggested that these words should be defined as meaning within a distance of (say) 25 miles from the frontier. Alternatively, it has been suggested that, instead of a definition based upon distance from the frontier the wells on each side of the frontier, the fortification of which is prohibited, should be specifically enumerated. The 'Iraq Government have agreed in principle to the latter suggestion, but consider that difficulties may arise owing to the lack of exhaustive information on the subject. Mr. Cornwallis will, however, be furnished with a map showing the position of such wells as are known to exist. His Majesty's Government consider that a definition on the basis of one or other of the above alternatives should, if

* 59068/28 [No. 311]; not printed.

† 59068/28 [No. 259]; not printed.

possible, be adopted, but they are content to leave you to decide, in the light of your conversations with King Ibn Sa'ud, and in consultation with Mr. Cornwallis, the precise terms of the definition to be adopted.

12. In a letter dated the 25th of January, and addressed to His Majesty's Agent and Consul at Jeddah, King Ibn Sa'ud stated that, in deference to the stipulations of Article 3 of the Uqair Protocol he had forbidden his tribes to build a fortified post at Linah, which is situated more than 30 miles from the 'Iraq frontier. It seems possible that, by encouraging His Majesty to exercise his undoubted right to construct a chain of Nejdi posts outside the prohibited zone on his side of the frontier the reciprocal nature of the arrangement would be made evident and any appearance of surrender on the part of His Majesty would be removed. With the same object in view the 'Iraq Government have suggested that His Majesty might be encouraged to co-operate with them in the establishment of a joint post to be manned by Nejdi and 'Iraqi contingents in the neutral zone. You will doubtless put forward these suggestions, if you consider them likely to be acceptable to King Ibn Sa'ud, when a favourable opportunity occurs.

In the unlikely event of King Ibn Sa'ud proving wholly intractable and your failing to move him by argument, you may, if you see fit, indicate to him, in such manner as you may deem appropriate, that, unless some satisfactory settlement is reached which will ensure peaceful conditions on the frontiers of 'Iraq and Koweit, His Majesty's Government may be compelled to bring further pressure to bear upon the guilty tribes either directly or indirectly through the medium of a blockade of the Persian Gulf ports. In this connection I am to enclose copies of telegrams from which it appears that King Ibn Sa'ud is fully alive to the latter possibility and is anxious to avoid it.

If it becomes evident that there can be no satisfactory outcome from your conversations with His Majesty and that their continuance would serve no useful purpose, you should report accordingly to His Majesty's Government and await instructions, in the meantime suspending discussions. It is not the wish of His Majesty's Government that the negotiations should be definitely broken off while there remains any prospect of a successful issue or without prior reference to London.

13. Mr. Cornwallis will be in a position to furnish you with details of the claims of the 'Iraq Government to reparation for the recent Akhwan raids. You should endeavour to obtain from King Ibn Sa'ud an undertaking to satisfy these claims after due investigation and indeed any settlement with His Majesty which does not contain provision for the liquidation of these claims, and for the punishment of his guilty tribesmen, would not be acceptable.

14. In a letter,* a copy of which is enclosed, dated the 6th of December, addressed to His Majesty's High Commissioner for Egypt and presented by Shaikh Hafez Wahba, His Majesty suggested that a special emissary should visit him to discuss certain matters of mutual concern to himself and the British Government. As you will see, the three questions in his opinion calling for discussion were :—

(1) Italy's new position in Arabia.
(2) The position of the Shereefian rulers of 'Iraq and Trans-Jordan ; and
(3) The position of Bolsheviks in Arabia and their conflict with British economic interests.

Of these questions the second, which really concerns the traditional hostility between King Ibn Sa'ud and the present rulers of 'Iraq and Trans-Jordan, will doubtless be raised by King Ibn Sa'ud in the course of your discussions regarding the situation on the 'Iraq–Najd frontier. It is hoped that, with the information with which Mr. Cornwallis will be able to furnish you, supplemented by the facts which will be supplied to you by the Trans-Jordan

* 59059/28 [No. 1] ; not printed.

Government, you will be in a position to reassure His Majesty that, whatever may be the personal feelings towards himself of King Faisal and his brother the Amir Abdullah, such feelings are not allowed to affect in any degree the policy or actions of the Governments of those two countries, *vis à vis* his own territories.

15. With regard to the first of the questions mentioned above, I am to enclose for your information and guidance a copy* of a despatch addressed by the Secretary of State for Foreign Affairs to His Majesty's Ambassador in Rome. Unless King Ibn Sa'ud himself raises the question of the position of Italy in the south-west portion of Arabia you should not advert to the subject. If, however, the question is raised by His Majesty in the course of your discussions you should inform him that His Majesty's Government are giving their sympathetic attention to the views which he has expressed and are considering the best means of allaying his anxieties.

16. As regards the third question mentioned in King Ibn Sa'ud's letter I leave it to your discretion, if a suitable opportunity presents itself, to point out to His Majesty the ill effects upon the pilgrimage and consequently upon the Hejaz Exchequer if the Bolshevik activities in the Hejaz are permitted to increase. You may assure His Majesty that if he will take the matter in hand His Majesty's Government will be glad to co-operate with him by giving him all the information that may reach them as to the presence of known Bolshevik agents or persons of pronounced Bolshevik views proceeding to the Hejaz under the guise of pilgrims.

17. As you are aware certain points raised by King Ibn Sa'ud in the course of the conversations which you conducted with him in the summer of 1927 in connection with the negotiation of the Treaty of Jeddah were left over for subsequent settlement, and it is desirable that you should know what action has been taken in regard to these matters by His Majesty's Government in the interval.

In paragraph 22 of your despatch of the 6th of June, 1927,† you reported to the Secretary of State for Foreign Affairs that King Ibn Sa'ud had raised the question of the restoration of the Hejaz Railway. You then informed him that His Majesty's Government were discussing the matter with the French Government ; His Majesty asked to be kept informed of the progress of the negotiations, and said that he presumed that he would be given the opportunity of nominating a representative to attend the conference which would be held with a view to arranging a final settlement.

In June last the French Government suggested that a conference of local experts should be held at Haifa, but that the activities of the conference should be limited to the discussion of technical questions. In August His Majesty's Government informed the French Government that they agreed to their suggestions, and expressed the hope that they would join with His Majesty's Government in informing King Ibn Sa'ud accordingly and requesting him to nominate a representative to attend the conference at Haifa. Though their attention was on several occasions called to the matter, the French Government did not signify their acceptance of the proposals made by His Majesty's Government until the 23rd of December last. On the 29th of December the British Consul at Jeddah was instructed to concert with his French colleague in informing King Ibn Sa'ud that His Majesty's Government and the French Government proposed that a conference of local experts from Palestine, Trans-Jordan, Syria and the Hejaz should be held at Haifa to consider questions relating to the restoration of the Hejaz section of the railway. The Hejaz Government have accepted this proposal, but, at their request, the conference has been postponed until the first days of July.

* 59059/28 [No. 6] ; not printed.

† 49053/27 [No. 6] ; not printed.

18. As regards the question of capitulations, which was also under discussion in connection with the negotiations of the Treaty of Jeddah, the attitude of His Majesty's Government remains that they no longer claim capitulatory rights in King Ibn Sa'ud's territory, but do not intend to make any formal statement to that effect. A copy of a despatch addressed to His Majesty's Acting Consul at Jeddah* on this subject is enclosed.

19. A copy is also enclosed of a despatch to His Majesty's Acting Consul at Jeddah† on the subject of the Haramain Waqfs. You will see that His Majesty's Government cannot give any general promise of assistance to King Ibn Sa'ud in the matter of Haramain Waqfs, but that, subject to this reservation, they will, in this matter as in others, always be ready to consider sympathetically any request which he may make for assistance or advice. For the reasons given in the despatch addressed to Mr. Jekins, His Majesty's Government are unable to comply with the specific requests made by King Ibn Sa'ud to you.

20. In your despatch of the 9th of June to the Secretary of State for Foreign Affairs you reported that King Ibn Sa'ud entered into detail in regard to the particular case of the tribunals for the settlement of claims on account of raids, with special reference to Trans-Jordan, and that His Majesty had said that, as regards past raids, he would be willing to accept the award of an arbiter, provided that a selected British officer was appointed. His Majesty also suggested, to facilitate speedy settlement in the future, the appointment of a British officer, experienced in Arab habits and customs, whose duty it would be to keep a constant watch over tribal affairs and who would be the recipient of all details and information regarding raids as and when they took place.

21. In September last His Majesty was informed that His Majesty's Government accepted his proposal for the appointment of a British officer to keep constant watch over tribal affairs on the Nejd–Trans-Jordan frontier, and that they proposed that this officer should act as arbitrator in disputes arising from past raids. His Majesty's Government proposed to entrust these duties to Mr. A. S. Kirkbride, the First Assistant to the British Resident in Trans-Jordan. King Ibn Sa'ud agreed to accept the findings of a British arbitrator, but he made it clear that he would not agree to the appointment of any person connected with the Governments of Palestine, Trans-Jordan or 'Iraq, either as an arbitrator on claims arising out of past raids or as the recipient of details and information regarding future raids. After further consideration His Majesty's Government decided in December last (1) to inform King Ibn Sa'ud that, if he agreed that one-half the cost of the appointment would be borne by the Government of Nejd, they would forthwith appoint as arbitrator on claims arising out of past raids an officer unconnected with the Governments of Palestine, Trans-Jordan or 'Iraq, and (2) to suggest to His Majesty that he should discuss with the officer so appointed the best means of providing machinery for the settlement of any future disputes. As His Majesty was then on the Arabian coast of the Persian Gulf and as it seemed desirable that the matter should be discussed with him orally, it was decided to defer further negotiations until he returned to Jeddah.

22. His Majesty has now reopened the question. You should inform him that His Majesty's Government are prepared to appoint a British officer to arbitrate upon claims arising out of past raids between Trans-Jordan and Nejd, and that they undertake to select for this appointment an officer who has no connection with the administrations of Palestine, Trans-Jordan or 'Iraq. You should also inform His Majesty that in the view of His Majesty's Government this officer should adjudicate upon claims in respect of raids as far back as the date of the occupation of Jauf by King Ibn Sa'ud's Forces in

* 49053/27 [No. 6]; not printed. † 49052 27 [No. 66]; not printed.

July, 1921, and that all claims, whether made by Trans-Jordan against Nejd or by Nejd against Trans-Jordan, should be dealt with by him. If King Ibn Sa'ud agrees to these proposals, His Majesty's Government will appoint an officer to arbitrate upon the claims as soon as possible.

23. As regards the proposal that an officer should be appointed to deal with future disputes, there are practical difficulties in adopting this suggestion since that officer would owe allegiance to no local authority and could have no very clear or definite status. A further consideration is that it is most unlikely that the duties of receiving information about, and dealing with, tribal questions on the Nejd–Trans-Jordan frontier would occupy the full time and services of an officer. You should therefore explain to King Ibn Sa'ud the difficulties which lie in the way of the appointment of a whole-time officer for this purpose.

24. Failing the use of the tribunals provided for in the Hadda Agreement the alternatives appear to be (1) the appointment of a special arbitrator as and when need arises, or (2) the appointment by the Governments of Trans-Jordan and Nejd of frontier officers from both sides, who would meet from time to time and deal on the spot with such difficulties as may arise on the frontier. If the latter alternative were adopted it might be desirable, having regard to the possibility of a complete deadlock between the two frontier officers, to provide that, failing settlement by them any matter in dispute should be referred to a British officer unconnected with any of the local administrations. His Majesty's Government are content to leave it to you to decide (1) how far if at all King Ibn Sa'ud should be pressed to agree that future disputes and claims should be brought before the tribunals provided for in the Hadda Agreement, and (2), failing agreement on this point, which of the alternative arrangements mentioned above should be adopted.

25. I am to inform you that in accordance with your suggestion, the Palestine Government have agreed to place at your disposal the services of Mr. G. Antonius, C.B.E., both to assist you generally in the negotiations and to advise in regard to all matters connected with Trans-Jordan. He will be fully documented in regard to recent raids and claims for reparation, and will be fully acquainted with tribal questions and the situation on the Trans-Jordan frontier. He will join your Mission in Egypt.

His Majesty's Government think it desirable that an officer of the Royal Air Force should be attached to your Mission, and they have selected Flight-Lieutenant G. M. Moore, M.C., for this purpose.

This officer, in addition to advising you on technical questions affecting his Service, will be available to inspect King Ibn Sa'ud's aerodromes, should His Majesty desire, and to advise him on any points relating to the Hejaz Air Service in regard to which His Majesty may be in doubt.

I am, etc.,
J. E. SHUCKBURGH.

59092/28 [No. 20 B.].

COLONIAL OFFICE TO SIR GILBERT CLAYTON, K.C.M.G., K.B.E., C.B.

Downing Street.
17th April, 1928.

Sir,

I am directed by Mr. Secretary Amery to refer to the letter from this Department of the 17th April,* numbered as above, conveying to you the instructions of His Majesty's Government in regard to your proposed Mission to negotiate a settlement of outstanding questions with His Majesty

* Page 84.

King Ibn Sa'ud. I am to explain that there are two further points, which may be raised in the course of your conversations with King Ibn Sa'ud, and which, as being of a subsidiary character, were not included in your official instructions.

2. The first of these points relates to a recent attack upon sections of the Beni Sakhr tribes within King Ibn Sa'ud's territory. In February last, the High Commissioner for Trans-Jordan reported that a large force of Wahabis led by Farhan Ibn Mashour attacked certain sections of the Beni Sakhr tribes while they were on grazing grounds in Najd territory, north-east of Jauf. The Sheikh of the Zeni section and his son, with about 100 other tribesmen, were killed, the survivors being carried off to Jauf.

This report was forwarded to His Majesty King Ibn Sa'ud with a request that he would enquire into the circumstances and effectively punish the guilty parties. His Majesty has replied that the outrage was committed, not by Akhwan, but by a party of the Ruwala, who emigrated from Syria two years ago; that his Amir at Jabal has arrested the criminals, who will be punished; that certain of the Beni Sakhr who suffered have arrived at Jauf; and that the Amir of Hail is enquiring into the matter and will recover the stolen property.

You should inform His Majesty that His Majesty's Government much appreciate his assurances and hope that he will effect a settlement by which the Beni Sakhr tribesmen will be fully compensated for the damages and losses which they have suffered.

3. In regard to the second point, which relates to air matters in which King Ibn Sa'ud and His Majesty's Government are mutually interested, I am to transmit to you copies of two memoranda which have been prepared in the Air Ministry. These memoranda explain the position as it exists to-day and the wishes of His Majesty's Government for the future. It is the desire of His Majesty's Government that, if a satisfactory settlement is reached in regard to the main object of your mission, namely, the situation existing on the Najd–'Iraq frontier, and if a suitable opportunity presents itself and if you are satisfied that the general atmosphere is favourable, you should discuss with His Majesty both the question of a possible air route along the south-west coast of the Persian Gulf and also the question of the supply of British pilots and mechanics to organise and operate His Majesty's own air service. You will observe that His Majesty's permission has already been sought for a reconnaissance party to visit the coast of Hasa in order to select suitable landing sites for possible use in connection with the projected air route to India. His Majesty has so far felt unable to grant the desired permission and it is hoped that, if the advantages of the establishment of an air service along the Arabian littoral of the Persian Gulf are explained to King Ibn Sa'ud, his concurrence in the visit of a preliminary reconnaissance party may be obtained. If, therefore, you are satisfied that there are good prospects of success, you should raise the matter with him and endeavour to obtain his concurrence as also his acceptance of the offer of His Majesty's Government in regard to the supply of British pilots and mechanics.

The subject should not, however, be broached unless your negotiations in regard to the situation on the Najd–'Iraq frontier reach a successful conclusion. It is important that in the conduct of your mission no action should be taken which might give colour to the view that the interests of the 'Iraq Government have in any way been subordinated to those of His Majesty's Government.

I am, etc.,
J. E. SHUCKBURGH.

COLONIAL OFFICE,
August, 1929.

Printed for the use of the Colonial Office.

[This Memorandum is subject to revision from time to time.]

Middle East

No. 26.

Second Edition.

'IRAQ.

Information as to Conditions of Service and Cost of Living.

Printed for the use of the Colonial Office.

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'IRAQ.

Information as to Conditions of Service and Cost of Living.

COLONIAL OFFICE,
August, 1929.

Information as to Conditions of Service and Cost of Living in 'Iraq.

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1.—Climate.

The climate is of the continental sub-tropical type with very high summer temperatures and cold winters. Except that the summer nights are cooler it much resembles that of the Punjab. In July and August the mean daily maximum temperature is 110° F. in Baghdad, where, however, owing to the low humidity Europeans are not excessively affected even by much higher temperatures: in Basra it is about 105° F., but the humidity is much higher and the climate therefore more trying. In December and January the mean daily minimum temperature is 40° F. at Baghdad and 45° F. at Basra. There is a rainless summer of six months from April to September. The Mosul area has a rainfall of about 14 inches a year and relies mainly on the rain to grow its crops. The rest of the country, however, has an annual rainfall of only about 6 or 7 inches, and the crops are grown, with very little help from the rain, on irrigated land.

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On the whole the health of the British community in 'Iraq is good: this is no doubt due to the fact that they are for the most part of sufficient means to live on a scale which permits them to take all necessary precautions. The dangers to health are those ever present in a tropical or sub-tropical country—dysentery, malaria, plague, smallpox, typhoid, etc. Tuberculosis is also prevalent. The precautions necessary to guard against such dangers are anti-typhoid inoculation and vaccination before arrival in the country, inoculation against other diseases in times of epidemics, and a well ordered routine of life with avoidance of special risks to health when departures from this routine are necessary. Many popular hand-books exist which give detailed advice as to life in the tropics.

A pure water supply, ice, and electric current for lighting and fans are available in the principal towns. Wives and children of all ages of British officials commonly remain in the country during the summer months; but it is advisable as a general rule that they should not spend more than one or two hot seasons in succession in the country. No hill stations have yet been established in 'Iraq, but there are popular summer resorts in the Lebanon mountains in Syria—two days' journey by car from Baghdad. The trans-desert motor services provide special facilities for summer visitors to the Lebanon from 'Iraq.

2.—Internal Communications.

(i) *By Rail.*—Regular train services are run on the following lines:—

(*a*) From Basra to Baghdad with branches to Nasiriya and Karbala.

(*b*) From Baghdad to Khanaqin on the Persian frontier with a branch line to Kirkuk (for Mosul).

(*c*) From Baghdad to Baiji (for Mosul).

Passenger fares are based on the following scale:—

3rd Class	$\frac{3}{4}d.$ per mile.
2nd Class	$1\frac{1}{2}d.$ per mile.
1st Class	$3d.$ per mile.

The train journey between Basra and Baghdad occupies about 22 hours, that between Baghdad and Khanaqin about 7 hours, and that between Baghdad and Kirkuk about 11 hours.

Goods from overseas are cleared at the port of Basra and are carried to all parts of 'Iraq; onward transport to all parts of Persia is also arranged by the 'Iraq Railways.

(ii) *By Road.*—There are no metalled roads in the country with the exception of certain stretches of the Sharqat-Mosul road and a few roads in the municipal areas of Baghdad, Basra, and Mosul. Unmetalled tracks, passable except on occasions during the rains

for cars with sufficiently high clearance to cross the native high-pitched bridges over irrigation ditches, connect all towns and villages in the plains. In the hill country to the north and north-east of Mosul, however, pack transport only is normally possible.

(iii) *By River.*—The Euphrates and Tigris Steam Navigation Company run river steamers between Baghdad and Basra to connect with the British India mail sailings to Bombay. These steamers have accommodation for 1st Class, 2nd Class, and deck passengers, the fare for the full distance being :—

1st Class £3 15*s.* 0*d.*, food 12*s.* per day extra.
2nd Class £3, food 4*s.* 6*d.* per day extra.
Deck 12*s.*, without food.

With normal river conditions they take 7 days on the upward journey and 4 on the downward. Goods by ocean shipping can be consigned by this means to and from Baghdad on through bills of lading. A few native-owned river steamers also operate on this run, and very occasionally, dependent on freights and the condition of the river, ply between Baghdad and Mosul.

(iv) There is an efficient post and telegraph service, both internal and external.

Cost of Transport.

Motor-cars ply for hire in all the principal towns and can be hired without difficulty for long journeys to any part of the country. The rates are moderate and compare very favourably with fares charged in the United Kingdom. Within the towns of Basra, Baghdad, and Mosul, a cheaper form of transport exists in the form of horse-drawn cabs. It is advisable, however, that a British official of any standing, especially if married, should possess a car of his own, as his residence is likely to be some distance from his office and from the clubs (see section 11 (*c*)). Many appointments held by British officials also involve extensive touring by car in the country districts. Cars of popular makes can be bought in the country without difficulty (see section 11 (*g*)). Local drivers are available as chauffeurs at rates of pay ranging from £6 to £9 per month. The present price of petrol in Baghdad is 1*s.* 6*d.* per gallon, which includes the Government tax.

Allowances.

Under the 'Iraq Government's regulations allowances are made to officials using their own cars or motor-cycles on duty at rates which vary according to the locality and the cost of petrol. According to the existing scale the allowance varies between 7*d.* to 9½*d.* per mile for a car and between 2*d.* to 3*d.* per mile for a motor-cycle.

3.—Housing Accommodation.

A limited number of Government bungalows (unfurnished) exist for the accommodation of both single and married officials, who are charged rent therefor. The number of such bungalows is, however, quite inadequate for the number of British officials requiring accommodation, and officials arriving in the country must therefore arrange their own accommodation.

Accommodation can be obtained in hotels (in the principal towns only), and in unfurnished houses. It is also possible to hire a single room, furnished or unfurnished, without board, but such accommodation is not always available.

Hotels exist at Baghdad, Basra, Mosul, and Kirkuk, but hotels up to European standards are only to be found in Baghdad.

The approximate cost of accommodation may be summarised as follows :—

Government bungalows, from £112 to £225 per annum.
Private houses, from £112 to £375 per annum.
Hotels (Board and lodging), from 11*s.* 6*d.* to 23*s.* per day.
Hotels (Board only), from £6 to £9 per month.
One room (without board), from £2 5*s.* to £4 10*s.* per month.

NOTE.—(i) The above figures are for Baghdad and Basra. In outstations house rent varies from £55 to £90 per annum.

(ii) The usual form of contract includes a clause whereby a Government official is only required to pay house rent to the extent of the equivalent of 8 per cent. of his salary if he occupies an entire house, or of 4 per cent. of his salary if he shares a house with other officials. Should the rental to be paid exceed the above percentage, the Government give the officer an allowance in aid, up to the amount of the rental but not exceeding twelve per cent. of his salary in the case of a married officer and 6 per cent. in the case of an unmarried officer.

(iii) Officials are required to meet all charges in respect of conservancy, electric current and water supply, but they are not required to pay any other rates or taxes on their houses.

(iv) Both in the towns and in outstations suitable houses are difficult to obtain at short notice, and it is strongly recommended that a married British official proceeding to 'Iraq for the first time, especially if he is due to arrive during the hot weather, should leave his family in the United Kingdom until he has been able to make satisfactory arrangements for their accommodation.

4.—Average Cost of Living for Europeans.

In Baghdad or Basra :—

(i) In hotels—see section 3.
(ii) In private houses (excluding rent).
For a family of 5 persons £56–£94 per month.
For a single man from £26–£60 per month.

In outstations (excluding rent) :—

For a family of 5 persons £30–£60 per month.
For a single man from £20–£40 per month.

NOTE.—(i) Europeans resident in 'Iraq must, to conserve their health, live up to a certain standard of comfort and for this reason the cost of living in 'Iraq exceeds that in the United Kingdom by considerably more than the mere difference between the market prices of the usual commodities prevailing in the two countries. Imported (manufactured) goods are 20 per cent. to 50 per cent. dearer in 'Iraq than in the United Kingdom (see section 11 (*i*)).

(ii) It should be realised that the cost of living in outstations is considerably less than that obtaining in the towns, primarily because only local produce is for the most part obtainable in such places. Moreover, the housing accommodation available is likely to be somewhat lacking in amenities. British officials of the 'Iraq Government are not, as a rule, required to live in places where their wives and families cannot accompany them.

5.—Income Tax.

The present rate of income tax is approximately ½*d.* per 1*s.* 6*d.* on income exceeding £300 per annum. The first £300 are exempt from taxation.

6.—Household Requisites.

Household requisites used in 'Iraq are generally identical with those used in the United Kingdom. Oil stoves are generally used for cooking and an ice chest is an essential in summer.

Suitable furniture can be bought or made to order by local carpenters in Baghdad or Basra very much more cheaply than it can be imported. All other common household requisites can also be obtained locally.

7.—Outfit.

During the winter months, clothing for an ordinary English winter is necessary. There are one or two reliable departmental stores in Baghdad at which prices of clothing range about 30 per cent. above prices in England. Against this must be set the expense of obtaining a large outfit from the United Kingdom, and the import duties on personal clothing not imported with the owner.

During the summer, the usual tropical outfit is required. If arriving between the months of May and September a helmet must be obtained before arrival ; and tropical clothing if arriving during June to August.

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There is no European tailor in 'Iraq. There are a number of capable Indian tailors whose prices are not unreasonable, but it is better to bring out tailored wintered clothes from England. In general it is cheaper to obtain tropical clothing in Baghdad than in England.

As regards ladies' and children's outfits, the local supply of ready-made articles of clothing of all kinds, except shoes, is very unreliable, and such clothing should be imported. It is possible, but not easy, to have ladies' garments made up from material bought locally.

8.—Servants.

A married man with a family occupying a private house requires a cook, a butler, and a sweeper. To these may be added a house-boy, groom, nurse, chauffeur, and gardener according to requirements. Arrangements can often be made for sweepers and gardeners to be shared between two or more houses. A single man sharing a house with others usually requires a personal servant (or bearer) in addition to the general staff of the house, which would normally consist of a cook, house-boy, and sweeper.

Wages :—

	Per mensem.							
	£	*s.*	*d.*		£	*s.*	*d.*	
Cook (Indian or Persian)...	6	0	0	to	9	0	0	
Butler (or bearer) (Indian or Arab) ...	4	10	0	to	7	10	0	
House-boy (Arab)...	2	5	0	to	3	15	0	
Child's nurse (Assyrian or Armenian) ...	3	0	0	to	4	10	0	
Sweeper (Arab)	2	0	0	to	3	15	0	
Groom (Arab)	2	5	0	to	3	15	0	
Gardener (Arab)	2	0	0	to	3	0	0	
Chauffeur (Indian or Arab)	6	0	0	to	9	0	0	

As is indicated above, local servants are usually employed. The only exception is in the case of children's nurses. Although Assyrian or Armenian nurses are employed to a large extent by European families, some families employ English nurses whom they bring with them from the United Kingdom. It is, of course, impossible to obtain English nurses locally.

9.—Medical Treatment.

British officials of the 'Iraq Government are entitled to free medical treatment, but this concession does not extend to their wives and families. The latter can, however, obtain medical treatment at the hands of the British official doctors and accommodation when necessary in the Government nursing home on payment of the requisite fees.

10.—Dental Treatment.

No free dental treatment is available for Government officials or their families, and no official dentist is employed by the Government. Local dentists (Arab and Armenian, etc.), with European qualifications, are available, however, whose work is of a sufficiently high standard for the ordinary needs of Europeans.

11.—Further information which might be useful to Newcomers.

(*a*) External Communications.

(i) *By sea from the Port of Basra.*

The British India Steam Navigation Company run a weekly mail service to and from Bombay in six days calling at Mohammerah, Bushire, and Karachi and connecting with the Peninsular and Oriental service to the United Kingdom. Departures from Basra are on every Saturday afternoon, arrivals at Bombay every Friday morning. The British India Steam Navigation Company also run a slow Gulf service in both directions about once a week, calling at all Gulf ports and taking about 14 days between Basra and Bombay.

The fares are as follows :—

Basra to Bombay.

	£	*s.*	*d.*
1st Class	23	12	0
2nd Class	15	15	0
Deck, without food	2	17	0

Basra to Karachi.

	£	*s.*	*d.*
1st Class	21	6	0
2nd Class	14	4	0
Deck, without food	2	8	0

Slow Service.

	From Basra to Bombay.			*Karachi.*		
	£	*s.*	*d.*	£	*s.*	*d.*
1st Class	22	10	0	20	5	0
2nd Class	15	0	0	13	10	0
Deck, without food	2	5	0	1	16	0

The Strick Line run a direct service of one-class semi-cargo steamers to and from the United Kingdom (London or Glasgow). From Glasgow to Basra takes about five weeks and occasionally six weeks. The fare is £50, and there are sailings in either direction about every six weeks.

The German Hansa line run a service of cargo steamers between Hamburg and Basra, but this has so far been very irregular.

(ii) *By Road.*

(1) *To the West.*—There are two main roads passable for motors across the desert to Syria. An emergency route branches from the southernmost of these to Amman in Trans-Jordan and thence to Jerusalem. A weekly mail convoy is run by the Nairn-Eastern Transport Company in either direction, taking about 24 hours between Baghdad and Beirut. Various other transport companies operate on these routes. A seat in the mail convoy costs : 1st Class £19 (free baggage 100 lb.), 2nd Class £16 (free baggage 80 lb.) by Nairn 6-wheeler. Excess baggage is carried at the rate of 9*d.* per lb. Other companies advertise at various rates, some being as low as £3 per seat between Damascus and Baghdad. In view of the heavy charges made by transport companies for excess luggage by the overland route, it is advisable to ship as much baggage as possible by sea to Basra.

There are also roads from both Baghdad and Mosul to Dair al Zor on the Tigris and thence to Palmyra or Aleppo ; for these it is possible to hire cars at varying but moderate rates.

A road passable for motors from Mosul to Nisibin (120 miles) is little used at the present time owing to uncertain security in that district, but it is possible to connect at Nisibin with the Baghdad Railway to Aleppo on which a more or less regular service is believed to be running.

Travellers by the 'Iraq-Syrian overland routes must realise that in the case of the trans-desert roads they are crossing barren and unsettled areas for four hundred miles, where water can only be obtained in one or two isolated places : they would therefore be well advised to deal only with well-established and reputable transport companies, in spite of the higher cost.

As to Syria, there is a good service of steamers between Beirut and Europe, regular trains on the Anatolian Railway between Aleppo and Constantinople, and a line from Haifa in Palestine (reached by motor from Beirut) to Egypt.

(2) *To the North.*—There is a main route, at present passable only for pack animals, from railhead at Kirkuk via Ruwandiz to Tabriz in Persian Azerbaijan, which is connected by rail with the European railway systems.

There is also a main route passable for motors from railhead at Kirkuk via Mosul to Nisibin and Derbessiya where travellers can entrain for Europe via Aleppo and Constantinople. Travellers using this route can reach London from Baghdad in eight days and the journey, except the portion between Derbessiya and Aleppo, is performed in comfortable wagon-lit services. It is hoped shortly to put a wagon-lit service also between Derbessiya and Aleppo. The cost of the journey from Baghdad to London, first-class throughout, inclusive of meals, hotel expenses, and all incidental charges, is about £60.

(3) *To the East.*—The main route into Persia is the road from Baghdad to Khanaqin on the north-east frontier of 'Iraq and through Kermanshah and Hamadan to Tehran. This road is passable throughout the year although transport is apt to be delayed during the winter owing to snow on the passes. A weekly motor convoy runs from Baghdad every Saturday or Sunday and is scheduled to reach Tehran on the following Tuesday. The fare is £20. Cars can also be hired independently and the security on this road is considered good.

Communication with Persia in the south is mostly by the Tanoomah-Mohammerah road and from Basra via Seeba to Abadan. Motor-cars run daily on these two routes.

(4) *To the South.*—There is a trade route from Basra via Zubair to Kuwait, including a motor service (5 hours' run), and various routes into the interior of Nejd.

(iii) *Air Service.*

Aeroplanes leave Cairo on Wednesdays, arriving Baghdad Thursday at 3 p.m. and Basra about 6 p.m. same day.

On the return journey they leave Basra Tuesday morning and arrive Baghdad Tuesday at 9 a.m.; leave Baghdad same morning and arrive Cairo on Wednesday.

	£
Fare Cairo to Baghdad	32
Fare Cairo to Basra	39
Fare Baghdad to Basra	7

These fares allow for a weight of 220 lb. per passenger, including the weight of the passenger. The service has now been extended to India.

There is also a weekly Junkers air service between Baghdad and Tehran, the fare being £15 9*s.* 0*d.*

(iv) *By Rail.*

There are no communications *ex* 'Iraq by rail.

There is an Agency of Thos. Cook and Son, Limited, at Baghdad, and also several other travel agencies.

(*b*) Currency and Banks.

At present the Indian rupee is the official currency. One rupee is approximately equivalent to 1*s.* 6*d.* sterling.

The following banks are established in 'Iraq with branches in the principal towns :—

Eastern Bank, Limited.
Imperial Bank of Persia.
Ottoman Bank.

(*c*) Clubs.

European Clubs exist at Baghdad, Basra, Kirkuk, and Mosul, the normal subscription being 15*s.* per month. Separate clubs exist for racing, hunting, polo, cricket, and golf, each with its own entrance fee and subscription.

(*d*) Educational Facilities.

No suitable educational facilities are available for the children of British officials.

(*e*) Church of England Chaplains.

There are Church of England Chaplains at Baghdad and at Basra and churches maintained by the British community.

(*f*) Passports.

British officials and their families, when entering 'Iraq, must possess passports endorsed for 'Iraq by a competent British authority and bearing an 'Iraq visa given by an accredited 'Iraq representative (or by a British Consul, where no such representative exists). British officials proceeding from the United Kingdom to 'Iraq should apply in the first instance to the Passport Office for the necessary passport facilities for themselves and their families.

(*g*) Motor-Cars.

Motor-cars of popular makes can be purchased in 'Iraq without difficulty. The import duty on cars and accessories is 20 per cent. *ad valorem*, freight and insurance being included in the value of the car for purposes of assessment. As this duty is less than that prevailing in the United Kingdom it follows that the price of foreign cars is no greater in 'Iraq than in the United Kingdom, and, in fact, tends to be less. British cars, however, are more expensive to the extent of the 'Iraq import duty. British officials are to an increasing extent importing cars via Syria, the cars being driven across the desert from Damascus to Baghdad. By this means it is possible to effect a saving not only on freight, but also on the import duty payable, since a car imported by this means will, of course, not be assessed as a new car on arrival in the country. British officials who contemplate exporting a British car to 'Iraq are recommended to place themselves in communication with the Crown Agents for the Colonies, who are in a position to supply advice and assistance in the matter. An official whose duties include touring in country districts will require a strongly built well-sprung car with good clearance and radiator capacity. An annual registration fee of 15*s.* is payable on all cars plus a monthly road tax of 7*s.* 6*d.* The annual driving licence is 15*s.* There is no horse-power tax.

There is an 'Iraq Automobile Association in Baghdad. The Association is affiliated to the Automobile Association in London.

(*h*) Languages.

The language of the country is Arabic, but English is generally spoken in the shops frequented by Europeans in the towns and also by an increasing number of educated 'Iraqis. Persian, Turkish, Kurdish, and Syriac are also spoken in different parts of the country. French is also spoken in the towns. English newspapers are published daily at Baghdad and Basra.

(*i*) Cost of the usual Articles of Consumption.

Generally speaking, few articles are both produced locally and imported. No manufactured articles are produced locally except carpets, some furniture, mats, earthen vessels, etc. All imported (manufactured) goods are 20 to 50 per cent. dearer than in the United Kingdom. On the average, local produce is perhaps about 20 per cent. cheaper than the corresponding produce in the United Kingdom.

The following schedule gives the average cost in Baghdad of the usual articles of consumption :—

Local Produce.

	s.	d.	
Bread	0	2	per pound loaf.
Meat	0	10	per pound.
Milk	0	6¾	per quart.
Eggs	0	1	apiece (maximum price.)
Fowls	1	6	apiece.
Butter	1	11	a pound.

Imported.

	s.	d.	
Sugar	0	10	per pound.
Tea	1	8	per pound.
Coffee	2	3	per pound.

Practically all articles imported from abroad—except personal effects belonging to and accompanying persons arriving in the country—are subject to import duties varying from 10 per cent. to 20 per cent. *ad valorem*.

(*j*) Mail and Cable Rates.

1.—*Mails.*

There are three mails per week from Baghdad to London and vice versa, viz.:—

(i) *Long Sea Mail* (via Basra and Bombay).—Leaves Baghdad on Friday and reaches London just over 3 weeks later. Leaves London on Thursday and reaches Baghdad just over 3 weeks later.

Fees from Baghdad.—There is no letter mail by sea to England: letters posted without surcharge are sent by overland mail. Parcels are sent by sea at the following rates— from 3*s*. 9*d*. (weighing less than 1 kilo) to 13*s*. 3*d*. (weighing less than 10 kilos).

Fees from London.—Letters, 2½*d*.; Parcels, from 3*s*. 3*d*. (weighing less than 3 lb.) to 11*s*. 9*d*. (weighing less than 20 lb.).

(ii) *Air Mail* (via Cairo and Port Said).—Leaves Baghdad on Tuesday and reaches London on the following Sunday. Leaves London on Saturday and reaches Baghdad on following Thursday.

Fees from Baghdad.—Letters : first 20 grammes or fraction thereof 3*d*., every additional 10 grammes or fraction thereof 1½*d*.; *plus* an Air Mail fee of 3*d*. for every 10 grammes or fraction thereof. Parcels : not available at present.

Fees from London.—Letters, 5½*d*. for first ounce ; 4½*d*. for every additional ounce. Parcels (can only be sent by letter post).

(iii) *Overland Mail* (via Damascus and Port Said).—Leaves Baghdad on Mondays and Thursdays and reaches London on the following Thursday and Sunday week. Leaves London on Thursday and reaches Baghdad on the following Saturday week.

Fees from Baghdad.—Letters : first 20 grammes or fraction thereof 3*d*., every additional 20 grammes or fraction thereof 1½*d*. Packets : every 50 grammes or fraction thereof ½*d*. Parcels from 4*s*. 11*d*. (weighing less than 1 kilo) to £1 4*s*. 6*d*. (weighing less than 10 kilos).

Fees from London.—Letters, same as for Air Mail. Parcels, from 5*s*. 6*d*. (weighing under 3 lb.) to 21*s*. (weighing under 22 lb.).

Note.—The " Cash on Delivery " system is operative as between 'Iraq and the United Kingdom. The fee for registration is 3*d*. per article.

2.—*Cables.*

Cables can be sent from Baghdad to London by four routes at the following rates :—

	Ordinary.	*Deferred.*
Eastern	2*s*. 6*d*. per word.	Half ordinary rates.
Indo-European ...	1*s*. 9*d*. ,, ,,	,, ,, ,,
Wireless	1*s*. 9*d*. ,, ,,	,, ,, ,,
Indian Radio Telegraph (I.R.T.).	1*s*. 11*d*. ,, ,,	,, ,, ,,

Daily Letter Telegrams of 20 words (minimum) may also be sent by Eastern, Indian Radio Telegraph, and the Indo-European routes at the following rates :—

Eastern 13*s*. 1*d*. (each additional word 7¾*d*.).
I.R.T. 10*s*. 4*d*. (each additional word 6*d*.).
Indo-European 9*s*. 4*d*. (each additional word 5½*d*.).

(5039—1) Wt. 8896—2269 250 8/29 P St G 3

Printed for the use of the Colonial Office.

Middle East
No. 27.

Confidential.

PALESTINE.

ESTIMATES AND FINANCES, 1929.

CORRESPONDENCE.

(*In continuation of Middle East No.* 18; *continued by Middle East No.* 41.)

Middle East
No. 27.

Confidential.

PALESTINE.

ESTIMATES AND FINANCES, 1929.

CORRESPONDENCE.

(*In continuation of Middle East No.* 18; *continued by Middle East No.* 41.)

Pal. Ests and Finances.—Gp. 6. 16233/2737. 30. 2/32. (96126) M. & S.

PALESTINE.

Estimates and Finances, 1929.

CORRESPONDENCE.

C. 57589/28 [No. 1].

No. 1.

THE OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 29th October, 1928.)

[*Answered by No.* 2.]

(No. 1037.)

SIR, High Commissioner's Office, Jerusalem, 18th October, 1928.

I HAVE the honour to transmit for your approval twelve copies of the draft Palestine Estimates for 1929, General and Railways. The separation of the Railway from the General Estimates has been carried into effect for the first time, and the former appear in the printed draft now submitted as Appendix D.

2. In directing the preparation of these Estimates I did not fail to take into careful consideration the recommendations of the Economy Committee set up by Lord Plumer in July last, to which you refer in your despatch of the 4th October.* In this consideration I was guided by the conclusions, with which my advisers are in agreement, that:—

(1) I am not satisfied that revenue cannot be augmented without endangering the economic life of the country;

(2) the returns of the last three months reveal a tendency towards a better financial position than could be foreseen when the Economy Committee submitted its report, although this improvement may be seasonal only and incidental in regard to interest;

(3) in the absence of the High Commissioner I should only have been justified in changing departmental policy, either in respect of services performed or in respect of the efficiency of those services, by a financial situation greatly less favourable than it has now revealed itself to be;

(4) the year 1928 should not be taken as reflecting the normal year upon which to base considerations of public finance in Palestine, although it is a year that demands cautious regard for the future.

3. The year 1928 has been an abnormal year in the following respects. In its course the country has experienced the effect of:—

(*a*) drought in the South in 1928;

(*b*) the cattle plague of 1926;

(*c*) the drought of 1927-1928 in the North;

(*d*) the locust invasion of 1928;

(*e*) the cumulative effect of cessations of the introduction of foreign capital for new enterprises and acquisition of land;

(*f*) the general set-back to enterprise consequent upon the severe control of immigration into Palestine.

To balance these unfavourable influences against the more encouraging circumstances referred to in paragraph 2 is not easy and the result is not certain, yet there are signs that the economic and industrial life of Palestine cannot in the future be more debilitated than in 1928. If these signs are not misleading, it is reasonable to anticipate that revenue in 1929 will increase; and it appears to me that the only loss to revenue that need at present be foreseen in the coming year is that of interest on unexpended loan balances as these are made available for the construction of Haifa Harbour, the improvements to Jaffa Port, and the construction of the Railway Workshops.

In other words, it appears that the position should not be worse in 1929 than it is in 1928 and ought to be better; and that in 1930, assuming that there is no increase in services rendered to the public, the provision for the first instalment of the sinking fund of the Palestine Loan may be met from a larger revenue, due to a commercial and industrial activity not effective in 1928 but gaining in strength in 1929.

For these reasons the Estimates now submitted have been prepared on the basis of the services at present rendered to the public, except in the case of Land Settlement, where provision is made for certain increases rendered necessary *ex hypothesi* by the nature of the work of that Department.

* C. 57408/28 [No. 11]: not printed.

I am informing you in a separate despatch of the recommendations of the Economy Committee, not directly affecting the Estimates, which I have already taken steps to implement.

4. The year 1930 will be the critical year from the point of view of the Government's finances. The loss of revenue from interest on unexpended Loan funds will be about £50,000, and provision for the sinking fund of the Palestine Loan will be £22,500, so that as between 1929 and 1930 the position of the taxpayer will be worse by some £72,500. This can be balanced either by an increase in revenue or a decrease in expenditure. The operations of 1929 together with a forecast of probable expenditure on Land Settlement in 1930 will determine whether both alternatives or either is to be adopted.

5. As you will see from the summary on the cover of the draft Estimates, it is anticipated that the surplus balance on the 31st December, 1928, will be £360,206, as against £1,387,206 on the 31st December, 1927. This large reduction in the surplus balance is the result of the following heavy payments of a special kind:—

(1) £206,550, being the deficit on the administration of Occupied Enemy Territory (South);
(2) £650,000, being the expenditure necessary to liquidate the liability of the Government under the Treaty of Lausanne towards the Ottoman Public Debt Bondholders;
(3) £149,121, being a portion of the sum expended on surveys of Palestine hitherto defrayed from Loan funds but now charged directly against the revenues in order to release Loan funds to meet harbour requirements at Haifa as proposed in my despatch of the 5th October;*
(4) £84,357, being the cost of Jerusalem Water Supply hitherto charged to advances to the Municipal Council of Jerusalem but now charged directly to the revenues of the Government, since it is beyond the capacity of the municipal authority to undertake a water supply for the city;
(5) £12,423, representing costs incurred on demolitions of constructions rendered unsafe by reason of earthquake damage and cognate services hitherto met by advances to municipal authorities but now charged directly to revenues.

6. The country is to be congratulated on a settlement with the Ottoman Public Debt Administration with regard to its obligations under the Treaty of Lausanne. Under that Treaty it was necessary to make annual provision for twenty years, beginning with a sum of £186,000 and diminishing from time to time as the individual loans are amortised. Annual provision of this dimension would have been a serious burden on the country and would necessarily have led to drastic curtailment of services. The position now is that for payments aggregating £815,000 the taxpayers are freed from this annual burden and Government are not compelled on that account to deprive the public of services which hitherto they have enjoyed.

The remaining surplus balance is, however, committed as follows:—

(1) a sum required to compensate the Régie des Tabac Ottomans for being deprived of their monopoly in 1920 (possibly £130,000);
(2) a sum that may be required in respect of an issue of the Ottoman Public Debt (Docks, Arsenaux et Constructions Navales) which could not be included in the general settlement of the obligations of Palestine to which reference is made above (possibly £31,000).

7. Returning now to the position in 1929, you will observe that the estimated ordinary revenue is £2,148,861 and the estimated ordinary expenditure £1,820,244, the difference in favour of revenue being £328,617. This sum, with the estimated surplus balance of £360,206 at the beginning of the year, gives an apparent margin of £688,823 for the undertaking of important public works. But since, owing to the impending commitments against surplus balances, the margin is in effect considerably smaller, I have restricted the programme of works extraordinary to an anticipated expenditure of £239,141, together with £126,500 to be expended on certain special works as indicated in the summary of the Estimates, leaving an anticipated balance of £323,182 on the 31st December, 1929. Against this balance must be set the impending commitments to which I have already referred, so that there remains a reserve which is barely adequate for the needs of a country such as Palestine.

Assuming that in 1930 ordinary revenue and expenditure are of the same order of magnitude, the margin between revenue and expenditure in that year will be about

* C. 57219/28 [No. 3]: not printed.

£230,000, since the revenue will lose £50,000 from interest while in expenditure provision will be made for the first instalment of the sinking fund of the Palestine Loan. It may be said that this margin is inadequate to provide for a reasonable programme of public works extraordinary and an adequate working balance; but against that argument I would urge that the country now has for its area a road system of considerable mileage and quality, and that until conditions are better it is more justifiable to restrict the programme of works to the construction of a few essential public buildings than to curtail services and reduce their efficiency.

8. It will become necessary to determine early in 1929 if the necessary additional margin of £150,000 is to be effected by a corresponding increase in revenue, or by the curtailment of services rendered by Government, or both, and in this connexion I may say that I am hopeful that the financial security of 1930 may be founded on an increase of revenue. As I have already stated, there have been signs during the present period of the current financial year that revenue from Customs and Excise is on the increase. It is not possible to determine at this stage if that tendency is accidental or if it reflects the influence of the Customs Tariff introduced in November, 1927. The construction of the Haifa Harbour Works in 1929 and 1930 and other public works, the erection of ocean oil installations in the vicinity of the port, and the development of orange plantations will probably have the effect of stimulating trade and industry generally; and, provided that it is recognised that the *construction* of the Harbour is only incidental in the economic life of the country and not a permanent factor, the stimulation which it will cause may well, if properly controlled and wisely guided, lead to a steady growth of commercial activity which will be reflected in the revenue of the country. If that, indeed, should prove the case I am not without hope that the country will pass through the critical year of 1930 without curtailment of the public services.

9. I enclose a memorandum which deals with points of detail in the General Estimates. As regards certain of the principal sub-heads of the Estimates of expenditure I have the following comments to offer.

10. The principal changes in Head V, District Administration, are due to charging to Head XV, Land Settlement, the personal emoluments of three District Officers who are seconded for duty as Land Settlement Officers and to omitting emoluments in respect of one District Officer who is seconded for service with the Political Resident, Aden.

11. In Customs, Excise and Trade, Head X, provision has been made for two additional surveyors at Jaffa and Haifa. I am satisfied that these appointments, together with those of five more Junior Customs Officers, is necessary to conserve revenue interests. The contribution to Palestine revenues derived from Customs and Excise Duties is of such magnitude as to demand executive efficiency and organisation of high order, not only to maintain the revenue at its present figure but also to increase it by reducing the number of evasions of the duties that undoubtedly occur at present.

12. Under Head XIII, Agriculture and Forests, a substantial increase has been made in the provision for eradication of pests and diseases. It is hoped, however, that the greater part of the provision of £5,400 may be recovered eventually; and it is imperative to take every prophylactic measure against diseases which tend to destroy the value of the citrus industry in Palestine, an industry which represents the investment of some £6,000,000 and is beginning to establish itself in the world markets.

It is hoped that it will be possible to begin instruction at the Kadoorie Agricultural School at Tulkarem in the latter half of 1929, and for this reason provision has been inserted in the amount of £1,000 as a grant to the School. In this connexion the Director of Agriculture is reviewing the Kadoorie projects with a view to determining whether or not it will be possible to advise that a smaller grant than £6,000, already approved in principle, will be necessary annually to maintain the two schools proposed. The results of that review will be communicated to you in due course.

13. In regard to Head XIV, Antiquities, I have not given effect to the scheme of reorganisation approved by you in principle in your despatch No. 426 of 14th May.* That scheme required specific approval by you of the various measures proposed, and I considered it preferable to address you upon these matters in 1929 if the financial circumstances should then permit.

14. With regard to Land Settlement, Head XV, I have caused provision to be made for an accelerated programme of the work, for which the Commissioner of Lands has been made responsible. I hope that by next June it will be possible, with the arrangements proposed, to submit to you a comprehensive forecast of the number

* C. 57357/28 [No. 2]: not printed.

of years required to complete settlement and of the total cost of that service. The present year has been experimental in character both as regards the accuracy and the expediency of the administrative procedure adopted. The basis of the arrangements proposed for 1929 is that registration blocks will be formed by the Director of Surveys in advance of settlement, as opposed to the present arrangement, according to which these blocks are formed by Settlement Officers. As a corollary, surveyors hitherto attached to Settlement Officers will be withdrawn from settlement parties, and will work immediately under their Director. This technical re-arrangement is to be supplemented by training arrangements for Settlement Officers, so that these can eventually be detached from each Settlement Headquarters and despatched in advance to fresh areas to prepare the preliminary data upon which the Settlement Officer is to make his decisions.

With regard to the assessment of real property in urban areas, it is proposed to complete the valuation of eight towns in 1929.

15. The provision for the Department of Lands, Head XVI, is based on the administrative re-organisation proposed by Lord Plumer and submitted to you for approval.

16. The Estimates of the Survey Department, Head XVII, are to some extent dependent on arrangements for Land Settlement. These Estimates provide for:—

(1) the continuation of minor triangulation with smaller parties;
(2) the continuation of the preliminary "topo-cadastral" survey and production of maps of the scale 1-20,000;
(3) the completion in the maritime plain of large-scale property surveys and ancillary measures;
(4) the continuation of settlement surveys under the Ghor Mudawwarah Agreement, 1921;
(5) the large-scale surveys of property in eight urban areas for purposes of urban valuation;
(6) the continuation of current services for the Land Registry.

17. The provision under Head XVIII, Police and Prisons, may appear to be a formidable element of the expenditure of this Government, but I am satisfied that establishments cannot with safety be reduced at present beyond the reductions effected in these Estimates. The reserves retained to deal with serious disorder are very slender, having regard to the special circumstances of Palestine and to the fact that disorder in Oriental countries generally is apt to occur without notice and at any place

Provision has been made for an additional Gaol Labour Company, on which I have already addressed you. The prisons are seriously over-crowded, and, pending the completion of a large modern prison, it is imperative to relieve congestion in the prisons of Jerusalem and Acre both for reasons of prison order and discipline and also health. I refer in the next paragraph to proposals for making a beginning with the construction of a central prison on modern lines.

I see no immediate hope of reducing expenditure on the Immigration and Travel Section.

18. I come now to Head XXIX, Public Works Extraordinary.

I have addressed you in separate despatches on items:—

2—special repairs to the sea wall at Acre (No. 1018 of 12th October, 1928*);
4—construction of a Mental Hospital (No. 992 of 5th October, 1928†);
15—construction of Post Office, Jaffa (Despatches of 7th September, 1928,‡ and 5th October, 1928§);
20—construction of Surveys Headquarters, Jaffa (No. 1017 of 12th October, 1928‖);
22—construction of Post Office, Jerusalem (Despatches of 7th September, 1928,‡ and 5th October, 1928§);
25—construction of Central Prison (No. 937 of 20th September, 1928,¶ paragraph 5);
26—construction of Government Arab College (No. 1000 of 6th October, 1928**).

Further delay in the execution of these works will, I submit, be a cause of serious reproach to this Government.

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* C. 57255/28 [No. 40]: not printed.
† C. 57323/28 [No. 3]: not printed
‡ C. 57442/28 [No 3]: not printed.
§ C. 57442/28 [No. 4]: not printed.
‖ C. 57571/28 [No 1]: not printed.
¶ C. 57548/28 [No 1]: not printed.
** C. 57559/28 [No. 1]: not printed.

Item 5, the construction of a prison at Gaza, appeared in the Estimates for 1926-27, but construction was not finally authorised. The present prison is disgraceful from every point of view, and it is most desirable that it should be replaced as soon as possible. The same observation applies to the prison at Tiberias, for which provision is made in Item 44.

Items 7 and 36 follow directions of Lord Plumer that proper Courts should be constructed as and when funds are available. On the whole, the Courts are badly accommodated in Palestine, and it is difficult to continue judicial work in Haifa and Nablus unless these constructions are undertaken.

With regard to Item 19, I should observe that of the total expenditure on construction of sewers in King George Avenue, Jaffa, £P.1,750 will eventually be recovered from the Jaffa municipal authority.

Item 33, Police Post at Khalisa, represents the most important step in making it possible for the Police to render services in the Huleh Area without undue casualties from malaria. The present arrangements are most unsatisfactory: the Police become very sick and, when transferred to healthy stations, are the cause of infection to others hitherto free from the disease. I am addressing you shortly on this subject and shall make proposals, temporary in character, for solving this problem so far as that is possible.

Item 48, construction of Petach-Tikvah-Kfar Saba Road, has received my careful consideration. I have decided that a definite limit must be put to this construction so that the road will reach a certain point in such a way that it will open up a fertile and productive region and will not run in competition with the Railway but on the contrary will feed it. The exact terminus will be decided in due course.

Item 56, reconstruction of the Jenin-Megiddo-Harthieh Road, is strongly recommended by the Road Board as saving heavy maintenance charges on the present Jenin-Nazareth Road which, running across the plain of Esdraelon, has no firm foundation and requires constant attention. It is proposed to employ on this road, which will shorten considerably the journey by road to Haifa, the additional Gaol Labour Company to which I have already referred.

19. You will observe that, as regards the Railway Estimates, there is shown an excess of revenue over expenditure of £1,549 in respect of the Palestine section, while it is anticipated that there will be substantial surplus of revenue over expenditure on the whole system. This state of affairs is most satisfactory and reflects credit on the Railway Administration. But the economies proposed in 1929 cannot be maintained for an indefinite number of years consistently with safety and efficiency, as the time must come when charges for repairs and reconstruction will again become substantial I hope, therefore, that an increase in the commercial and industrial activities of Palestine may lead to a substantial increase in Railway revenue.

I enclose a memorandum prepared by Lieutenant-Colonel Campigli, the Acting General Manager, which deals with the Railway Estimates in detail.

20. I would observe, in conclusion, that while the future of Palestine finances on the basis of present public services is not absolutely clear, I see no ground at present for undue despondency. I repeat that 1930 appears to be the critical year and that it will become apparent in 1929 if the need to reduce services is imperative. The curtailment of services in a country politically situated as is Palestine is an act which can only be justified by the direst necessity; and I am not persuaded that this condition governs the situation at present.

In these circumstances I trust that you will approve the Estimates as now submitted, prepared as they have been with care and caution. A serious and, I trust, not unsuccessful effort has been made this year to avoid the delays which in previous years have retarded the despatch of the annual Estimates until close upon, if not during, the year to which they had reference. I am informed that hitherto no financial year in Palestine has opened with Estimates already sanctioned, but I trust that in view of the early submission of these Estimates such a hindrance to departmental activity will not be present in 1929.

Delayed approval of the Estimates bears especially hardly on the Public Works Department, whose programme of works is thereby necessarily—and expensively—dislocated; and I should be glad if it were to be possible to receive your approval in time for the General Warrant to issue, in accordance with normal Colonial practice, early in the new year. Another, if minor, advantage of early approval lies in the fact that, in the absence of a Government Printing Office, I have not been able to arrange for the type of the draft Estimates to be kept standing for more than two months. It will obviously be a convenience to officers of this Government for the

Estimates to be available for them in print in the form ultimately approved by you and sanctioned by the Appropriation Ordinance.

I should also be grateful to be informed if the exchange of despatches on these Estimates may be published. The fact that there is no representative legislature in this country makes it the more important to my mind that despatches on a matter so vital in the interests of the taxpayer should be given the widest publicity. If you decide that publication may be made, it would be a convenience if I might be furnished with copies of any prints you may cause to be made of the correspondence. I would not propose to include the memoranda in the published papers.

I have, &c.,
H. C. LUKE,
Officer Administering the Government.

Enclosure 2 in No. 1.

MEMORANDUM ON REVENUE AND EXPENDITURE ESTIMATES, 1929.

REVENUE.

Head I. Customs—Increase £P.150,000.

The Customs revenue to the end of September is approximately £P.659,000; and on this basis the revised estimate of £P.875,000 is likely to be realised. The revenue under this head for the year 1929 has been put at £P.900,500; and in view of the activities contemplated, including the construction of the Haifa Harbour, it is anticipated that the amount will be obtained.

Head II. Port and Marine—Increase £P.800.

The increase of £P.800 in the estimate of revenue from Port Dues is based on current receipts.

Head III. Licences, Taxes, &c.—Decrease £P.14,100.

The estimates of revenue derived under the Stamp Duty Ordinance, 1927, and the Intoxicating Liquors Ordinance, 1927, are unlikely to be realised; and it has been necessary to reduce the estimates for 1929 by £P.6,000 and £P.20,000 respectively.

On the other hand, it is anticipated that there will be an increase of £P.5,000 under House and Land Tax in 1929 from re-assessments, and a similar increase under Tobacco Excise Duties owing to the development of local manufacture.

The increase of £P.1,000 in the estimated receipts from Liquor Licences is based on current receipts.

Head IV. Fees of Court, &c.—Increase £P.4,100.

A new sub-head has been inserted for Fruit Inspection Fees (Item 14), payable under the Fruit Export Ordinance, 1927.

In anticipation of extended fumigation of orange groves, for which provision has been made in the expenditure estimates under Head XIII, Item 119, the receipts estimated under Item 7 have been increased from £P.500 in 1928 to £P.4,500 in 1929.

The estimates under Quarantine Fees, Registration of Immigrants' Fees and Warehouse Rent, are based on current receipts; and the estimate under Item 21, Miscellaneous Reimbursements, has been reduced by £P.2,000 in 1929. The estimates for the preceding year took into account an amount of £P.3,900, in respect of revenue from the Tiberias Baths Concession.

Head V. Posts and Telegraphs—Increase £P.7,350.

The estimated revenue in 1929 under Item 7, Telephones, has been increased by £P.8,000 owing to extensions of the service and an under-estimate in 1928.

On the other hand, it is not expected that the estimate of £P.88,000 from Sale of Stamps in 1928 will be realised, and the estimate for 1929 has been reduced by £P.2,000.

Head VI. Railways—Decrease £P.368,000.

In accordance with the instructions contained in the Secretary of State's despatch Miscellaneous of the 13th August, 1926,* the Railway revenue and expenditure

* 39172/25: not printed.

Estimates have been excluded from the general summaries of the Palestine Estimates, the estimated excess of revenue over expenditure being included under Revenue Head XI.

Head VII. Revenue from Government Property.

There is no change of note in the Estimates under this head.

Head VIII. Interest—Increase £P.42,000.

A new sub-head, namely, "Investments by Crown Agents," has been inserted for the interest on Loan funds and surplus balances, which it is anticipated will realise £P.44,000.

Head IX. Miscellaneous—Increase £P.10,000.

A new sub-head has been inserted for Profits on Currency. The estimate from this source in 1929 has been placed at £P.10,000; but it is at present uncertain whether any portion of the profit on currency will be made available in that year.

Head XI. Railways—Increase £P.1,549.

See remarks under Revenue, Head VI.

Head XII. Grant-in-Aid—Decrease £P.7,773.

The details of the estimate under this head are set out in the remarks column of the Estimates.

EXPENDITURE.

Head I. Pensions.

Provision	-	-	-	-	£P.15,360
Increase	-	-	-	-	£P. 300

Items 1 *and* 3.—The changes in the provision for Pensions and Gratuities (Item 1) are shown in Appendix B. The provision for Pensions to ex-Turkish Government Employees (Item 3) is based on the actual pensions payable under the Pensions (Ottoman) Service Ordinance, 1926.

Head II. Public Debt and Loan Charges.

Provision	-	-	-	-	£P.100,299
Decrease	-	-	-	-	£P. 74,701

Item 1.—The advances made by the Crown Agents for works on account of Loan funds have been repaid.

Item 2.—The appended table shows allocation of interest charges in respect of Railways and other purposes for which provision is made under this head and under Abstract E—Debt Charges—of the Railway Estimates:—

	Allocation of Actual Proceeds of Loan. £	*Stock represented.* £	*Annual Interest Charges at 5 per cent.* £
1. Railways	1,640,000	1,631,841	81,592
2. Purchase of Railway Assets from H.M.G.	841,370	837,184	41,859
Total Railways ..	2,481,370	2,469,025	123,451
Purchase of other capital assets from H.M.G. ..	158,630	157,841	7,892
3. Harbour Construction and Port Improvements ..	1,115,000	1,109,453	55,473
4. Public Buildings, Telegraphs and Telephones, Surveys, &c.	742,375	738,681	36,934
Total Treasury ..	2,016,005	2,005,975	100,299
Total	4,497,375	4,475,000	223,750

Head III. His Excellency the High Commissioner.

Provision - - - -	£P.8,552
Increase - - - -	£P.1,120

Item 6.—Provision is made for the salary of Mr. P. C. Speed for a full year; *vide* Officer Administering the Government's despatch No. 814 of 10th August, 1928.*

Item 15.—The sum of £P.1,200 has been inserted in the Estimates for the purchase of a suitable car to replace the unserviceable Vauxhall—*vide* Officer Administering the Government's despatch No. 865 of 28th August, 1928.†

Head IV. Secretariat.

Provision - - - -	£P.19,240
Increase - - - -	£P. 137

Item 24.—The extra work entailed by the revival of the Press Bureau makes necessary the increased establishment of translators now provided

Item 34.—It has been found necessary to retain this appointment in 1929 for which supplementary provision was made in 1928 by Special Warrant.

Item 48.—It has been found necessary to increase the vote " Contingencies " by £P.40 to £P.100 to provide for the numerous sundry items of essential expenditure falling to be borne under the Secretariat vote.

Head V. District Administration.

Provision - - - -	£P.89,734
Decrease - - - -	£P.11,350

Item 10.—The resignation of Mohd. Eff. Abu Khadra has made possible the reduction of one post under this item. The emoluments of Messrs. Lowick, Camp and Reading, who are seconded to the Land Settlement Department, are shown under Head XV, Land Settlement, Item 4 : but their substantive pensionable posts are retained in the District Administration Cadre of District Officers, Class 2. The post of Mr. Champion, who is seconded to Aden, has also been retained, but without monetary provision.

Items 19, 21, 23, 25, *and* 27.—The following posts have been abolished :—

1 Clerk, Grade II
1 Clerk, Grade III
3 Clerks, Grade IV
3 Clerks, Grade V
2 Clerks, Grade VI

A reduction of £P.5,000 (Item 48) has been made in view of the extended application of commuted tithes; and minor reductions are shown under other sub-heads.

Head VI. Legal Department.

Provision - - - -	£P.8,902
Decrease - - - -	£P. 749

Item 5.—The salary of Mr. F. M. Goadby, Director of Legal Studies, *i.e.*, £P.102,500 per mensem, is in accordance with the terms of the contract of service entered into with him for a term of three years, commencing the first of November, 1927.

Item 21.—It has been found necessary to increase the provision to meet additional travelling expenses which will be incurred by the Junior Government Advocates in connection with Land Settlement

Item 25.—It is proposed to reduce the number of Law Classes and a saving of £P.350 is anticipated.

Head VII. Judicial Department.

Provision - - - -	£P.84,069
Increase - - - -	£P. 2,206

The following additional appointments have been inserted in the Estimates to provide for the Judicial Department taking over the Municipal Courts of Jerusalem

* P.F. 19799 Middle East. † C. 57522/28 [No. 1]: not printed.

and Jaffa. It is contemplated that the revenue accruing to Government from this measure will more than cover the increased expenditure.

Items 16, 24, 27, *and* 30.—

1 Magistrate	£P.300-10-550
2 Clerks	Grade IV
2 Clerks	Grade VI
2 Process Servers at	£P.4,500 p.m.

The minor changes are explained in the remarks column of the Estimates.

Head VIII. Treasury.

Provision - - - -	£P.16,556
Decrease - - - -	£P. 1,089

Items 12 *and* 13.—Mr. Aylmer-Harris has been seconded to the Land Settlement Department, and his emoluments are, therefore, now provided for under Head XV, Land Settlement. His substantive pensionable appointment has, however, been retained under this head, but without monetary provision.

Item 21.—The provision for payment of travelling and consolidated car allowances to Mr. Aylmer-Harris is made under Head XV, Land Settlement, Item 29.

Head IX. Audit Department.

Provision - - - -	£P.8,627
Increase - - - -	£P. 636

Items 14, 16, *and* 17.—The provision for three additional clerks seconded to Trans-Jordan has been shown separately. It is necessary temporarily to fill the substantive posts of these officers seconded from this Department.

It has also been found necessary to increase the provision for Transport and Travelling (Item 18) by £P.200 as the amount inserted in the Estimates for 1928 proved to be inadequate.

Head X. Customs, Excise and Trade.

Provision - - - -	£P.65,634
Increase - - - -	£P. 5,723

The Director of Customs has asked for the following increases in his establishment :—

Item 21.—2 Surveyors £P.300-10-550.
Item 27.—1 Officer of Customs and Excise, Class III.
Item 29.—1 Officer of Customs and Excise, Class IV.
Item 31.—3 Officers of Customs and Excise, Class V.
Item 36.—Distillery Officers—£P.772.
Item 37.—8 Guards and additional Boatmen—£P.700.

Item 21.—It is desirable to create posts of Surveyors at Haifa and Jaffa having regard to the organization of the staff and the responsibility of the duties undertaken.

Items 27, 29, *and* 31.—The additional officers are required to strengthen the staff at the Directorate, at Roshpina and for duty at the Parcels Post Offices at Jerusalem and Jaffa.

Item 36.—The provision for Distillery Officers in 1928 was inadequate and required to be supplemented by Special Warrant. It has, however, been found possible to provide in 1929 for a smaller number of Distillery Officers at lower rates of pay. The number and rates of pay of these officers are now shown as requested by the Secretary of State.

Item 37.—Eight additional Guards are required at Jaffa; and further provision is also necessary for the temporary employment of Guards and Boatmen as occasion requires.

Item 43.—The increase is mainly necessary to provide for lighting the new store at Jaffa.

Item 47.—The Director of Customs reports that owing mainly to the increased production of cigarettes locally, the stock of banderolles requires to be replenished; and provision has accordingly been made to maintain adequate stocks.

Item 52.—The fire extinguishers are required for the new store at Jaffa and the trollies and hand-trucks are essential for the handling of goods at Jaffa.

Other changes are explained in the remarks column of the Estimates.

Head XI. Department of Health.

Provision - - - -	£P.103,614
Decrease - - - -	£P. 1,846

Items 7, 8, 10 *and* 11.—Provision is made for the promotion of Dr. J. Macqueen to Class I as approved in Colonial Office despatch No. 304 of 2nd April, 1928.*

Item 26.—This item is in respect of the professional allowance of £P.12 *per mensem* payable to Dr. Dyke as approved in Colonial Office despatch No. 278 of 23rd March, 1928.†

Items 27 *and* 29.—The proposed appointments of specialists for tuberculosis work have not been filled, and on grounds of economy, it is not proposed to fill the posts at present.

Item 34.—One of the two additional posts of matron now provided was approved in Colonial Office despatch No. 554 of 10th July, 1928‡ The second post is essential in order to provide adequately for the British Section of the Government Hospital.

Item 39.—Provision is inserted for payment of Duty Allowances to two staff nurses at the Mental Hospital, Bethlehem, as authorised in Colonial Office despatch No. 283 of 26th March, 1928.§

Item 65.—It was found necessary to create the additional post of Anti-Malaria Sub-Inspector in 1928 to ensure adequate supervision of anti-malaria measures at the Stud-Farm, Acre. The appointment was covered by Special Warrant in the current year; and the necessary provision is now inserted in the Estimates.

The minor changes under other sub-heads are duly explained in the remarks column of the Estimates.

Head XII. Department of Education.

Provision - - - -	£P.144,119
Increase - - - -	£P. 500

Items 7, 11, 26 *and* 27.—The changes under these items give effect to the recommendations regarding the appointment of the Principal of the Government Arab College approved by the Secretary of State.

Items 32 *and* 34.—The increase of one post in Grade I under Item 32 provides for a Government Scholar, who is expected to graduate from Oxford University, and one post under Item 34 has been suppressed.

Items 44 *and* 46.—The change in salary scale is due to the appointment of a new Assistant Mistress on the scale of salary for females.

Items 51 *and* 53.—The increase of three posts in Grade III provides for the employment of two trained Government Scholars expected to graduate from Beirut University and for a teacher from the Government Arab College who will be replaced by the Oxford graduate for whom provision is made under Item 32. Three posts have been abolished in Grade IV, Item 53.

Item 65.—The reduction under this item is due to the fact that provision was made in 1928 for the payment of a Grant-in-Aid of £E.20,000; less the emoluments of the two District Inspectors of Jewish Schools. The emoluments of these officers are now shown under Items 12 and 13, and the Grant-in-Aid to the Palestine Zionist Executive Schools (£P.20,000) is reduced accordingly.

Item 73.—The number of scholarships tenable at Beirut University has been reduced by one as an emergency economy. The Director of Education states that it is not desired permanently to curtail the scholarship scheme approved in Colonial Office despatch No. 917 of 21st July, 1926.‖

Head XIII. Department of Agriculture and Forests.

Provision - - - -	£P.68,550
Increase - - - -	£P. 3,082

Provision is now made in the Estimates for a Fruit Inspection Service (Items 95 to 100 and Item 139). The portion of cost of this Service chargeable to this Department's vote amounts to £P.2,858; and the items of Rent (£P.100) and Cost-of-Living Allowances (£P.126) will bring the total cost of the Service now proposed, to £P.3,084. It is considered that this Service will be self-supporting.

A sum of £P.1,000 has been inserted (Item 124) to cover the estimated deficit for six months (1st July to 31st December, 1929) of the Kadoorie Arab Agricultural

* P.F. 16020 Middle East. † P.F. 28278 Middle East. ‡ C. 57412/28 [No. 5]: not printed.
§ C. 57287/28 [No. 2]: not printed. ‖ C. 13910/26: not printed.

School, as approved, in principle, in Colonial Office despatch No. 899 of 13th July, 1927.* The school and farm buildings are due to be completed by 1st July next, and in order not to delay the opening of the School it has been found necessary to make this provision.

With regard to the other main changes in the Estimates of this Department, I have to comment as follows:—

Items 1 *to* 10.—The proposals with regard to the regrading of the appointments of the Director and Deputy Director, approved by the Secretary of State, have been affected by the changes made under these items.

Item 20.—The Director of Agriculture urges the necessity to provide for the payment of wages at the rate of £P.5 each *per mensem* to a Telephone Operator and Packer at the headquarters of the Department.

Item 35.—The vacant appointment of one Station Superintendent has been deleted.

Items 54 *and* 55.—The vacant appointment of an Assistant Veterinary Officer for the Veterinary Laboratory has been deleted.

Items 72 *and* 73.—The appointment of one Poultry and Bee Attendant has been deleted and a new appointment of a Ghaffir is provided to prevent thefts of stock at Jerusalem Poultry and Beekeeping Station.

Item 119.—Of this provision £P.4,400 is required for the fumigation campaign against black-scale, and £P.1,000 for eradication of other pests. It is estimated that the sum of £P.2,000 will be recovered under the Plant Protection Ordinance, 1924, and the balance from growers.

Other changes are explained in the remarks column of the Estimates.

Head XIV.—Antiquities Department.

Provision - - - -	£P.9,093
Decrease - - - -	£P.2,891

It is not proposed, at present, to make provision for the appointments on the undermentioned scales as approved in Colonial Office despatch No. 426 of the 14th May, 1928†:—

Increase.

Departmental Assistant	£P.550—25—750
Librarian	£P.550—25—750

It is desired, however, to effect the following changes in the Estimates:—

Increases.

Item 10.—Assistant Inspector at £P.240 per annum.
Item 12.—One Librarian, £P.300—10—550.

Decreases.

Item 5.—Museum Attendant, £P.300—10—550.
Item 7.—Chief Inspector, £P.550.

Turning to the other changes in the Estimates of this Department:—

Item 18.—It has been found necessary to provide for additional temporary Guards for excavations in order to prevent any unauthorised removal of antiquities.

Item 23.—At the request of the Director of Antiquities this sub-head has been increased to provide for works of conservation previously carried out under Item 31—Minor Works.

Items 29 *and* 30.—It is not proposed to provide in the Estimates for the current year for further expenditure in connection with the Conservation of the Jerusalem Mediæval City and the City Walls of Jerusalem.

Head XV. Land Settlement.

Provision - - - -	£P.23,320
Increase - - - -	£P.12,367

It is proposed in 1929 further to extend Land Settlement activities by increasing the establishment of the two existing field parties to include four Senior Assistant Settlement Officers and proportionately increased clerical staff, involving the following increases in establishment:—

Item 12.—6 Senior Assistant Land Settlement Officers, £P.300—10—500.
Item 17.—2 Junior Assistant Land Settlement Officers, £P.240—10—280.
Item 22.—5 Clerks, Grade III.
Item 24.—8 Clerks, Grade IV.
Item 27.—8 Labourers.

* C. 44566/27 [No. 2]: not printed. † C. 57357/28 [No. 2]: not printed.

Item 17.—It is proposed that the additional Junior Assistant Settlement Officers should be considered as Cadets under training, attached to the Headquarters of the Settlement Officers. The proposed grade should, it is thought, attract suitable candidates.

Items 22 *and* 24.—The additional clerical staff is necessary in view of the additional duties now allotted to the Department, and to complete the following clerical establishment considered necessary for each Settlement Officer :—

3 Clerks, Grade III.
6 Clerks, Grade IV.

Six of the additional Grade IV Clerks will be required for duty with the Senior Assistant Settlement Officers. They are mainly required for typing and checking particulars in statutory schedules and for Court duties.

Item 27.—The additional labourers are necessary to supplement present party establishments of eight labourers. They will be attached to the four Senior Assistants who will be located in villages at a distance from the headquarters of the party.

Other changes made are as follows :—

Item 3.—The Commissioner of Lands states that it is essential that an officer be appointed to act as his personal assistant to relieve him of a portion of the office work.

Item 4.—Provision is made for the salaries of Messrs. Lowick, Camp and Reading, seconded from District Administration. The substantive pensionable appointments of these officers are retained under Head V, District Administration, Item 10, without monetary provision.

Item 7.—The salaries of Messrs. Aylmer-Harris and Bennett, seconded from the Treasury and Lands Department respectively, are provided under this item, but their substantive pensionable appointments are retained under Head VIII, Treasury, and Head XVI, Lands Department, without monetary provision.

Item 10.—This item provides for the retaining fee of Mr. Hughes for a period of twelve months in view of the application of the Urban Property Tax in eight additional towns; the revision of assessments in Jerusalem, Jaffa and Tel-Aviv; new areas to be subjected to commuted tithe; enquiries in connection with land tax values; and the valuation of land for registration fees in regard to villages that have been settled.

Items 29 *and* 32.—The increases provide for travelling expenses and camp maintenance charges of the increased personnel.

Item 35.—It is necessary to provide for Hebrew or Arabic typewriters for each of the Senior Assistants, and typewriters in all three official languages for the headquarters of each party.

Item 40.—The increase is necessary to provide suitable accommodation for field parties, and Survey pattern portable huts for offices.

Other changes are explained in the remarks column of the Estimates.

Head XVI. Lands Department.

Provision	- - - -	**£P.20,236**
Increase	- - - -	**£P. 287**

Item 3.—This item provides for the promotion of Mr. M. Doukhan to Class 1, as approved by the Secretary of State, to which it is proposed to give effect from 1st January next.

Items 13 *and* 15.—Provision has been made for two additional Grade II appointments under Item 13 in substitution for two Grade III appointments under Item 15 as recommended by Lord Plumer.

Head XVII. Survey Department.

Provision	- - - -	**£P.43,494**
Decrease	- - - -	**£P. 723**

Increases.

Item 16.—1 Storekeeper, Grade I.
Item 18.—1 Chief Computor, Grade I.
Item 28.—1 Draughtsman, Grade I.
Item 37.—7 Draughtsmen, Grade V.
Item 44.—13 Surveyors, Grade V.

Decreases.

Item 4.—Inspector, £P.500—25—750.
Item 17.—1 Storekeeper, Grade II.
Item 19.—1 Computor, Grade II.
Item 21.—1 Computor, Grade III.
Item 23.—1 Computor, Grade IV.
Item 31.—1 Draughtsman, Grade II.
Item 33.—1 Draughtsman, Grade III.
Item 35.—1 Draughtsman, Grade IV.
Item 40.—2 Surveyors, Grade III.
Item 42.—2 Surveyors, Grade IV.
Item 46.—9 Surveyors, Grade VI.

An explanatory note by the Commissioner of Lands on the work of the Survey Department is attached. The Estimates under this head provide for the following :—

Item 56.—It will probably be necessary to replace at least thirty outer covers of tents in 1929, and the increased provision under this item is made for this purpose.

Head XVIII. Police and Prisons.

Provision	- - - -	**£P.369,470**
Increase	- - - -	**£P. 5,814**

The following increases and decreases in establishment have been provided in the Estimates :—

POLICE.

Increases.

Item 19.—1 Chief Clerk, £P.360—10—480.
Item 47.—1 Inspector, Grade I, at £E.260 per annum.
Item 50.—Messengers and Cleaners, £P.73.
Item 92.—7 British Corporals at £P.156 per annum.

Decreases.

Item 22.—1 Clerk, Grade I, £E.312—12—360.
Item 41.—1 Assistant Superintendent, £P.300—10—550.
Item 60.—50 Foot Constables at £E.6 per month.
Item 94.—7 British Constables at £E 132 per annum.

Items 19 *and* 22.—In view of the increasing work in the office of the Commandant, provision has been inserted for the appointment of a Chief Clerk in the Special Grade; and it is proposed, at the same time, to abolish one of the posts of Clerk, Grade I. Similar posts exist in the Departments of Secretariat, Health, Agriculture and Public Works.

Items 41 *and* 47.—The changes under these items are consequent upon the reduction of Hassan Abd es Samad to the rank of Inspector Grade I, approved by the Secretary of State.

Item 51.—It is proposed to pay duty allowance at the rate of £P.4 per month to Police Wireless Operators in view of the necessity of obtaining and keeping in the Service qualified men for wireless work; and the sum of £P.504 has been inserted under this item for the purpose.

Item 60.—The establishment of Foot Constables has been reduced by fifty in accordance with the progressive reductions proposed by Lord Plumer. It is not practicable at present to reduce the number by one hundred as was anticipated.

Item 83.—It is desirable to provide for the part-time services of a Language Instructor for recruits.

Items 92 *and* 94.—It is necessary to increase the proportion of Corporals in the British Section of the Police in view of the increased demands on the section for small parties of men on detachment duties. Provision has accordingly been made under these items for the promotion of seven Constables to the rank of Corporal.

Item 104.—The provision in 1928 for Transport and Travelling was altogether inadequate and required to be supplemented by Special Warrant. It is necessary, therefore, to increase the provision in 1929 by £P.5,000.

Item 107.—In view of the recently-revised dress regulations and the reduction in establishment, the provision under this item has been reduced by £P.2,100.

Item 112.—The increase of £P.300 for criminal investigation is essential.

Item 117.—The provision under this item has been reduced by £P.1,000 on the basis of the present contract rates for rations.

Item 121.—The increase is necessary to provide for the maintenance of photostat machines.

Item 126.—The sum of £P.150 has been provided for maintenance of the Wireless Apparatus.

PRISONS AND LOCK-UPS.

Item 143.—Provision has been made for an increase of ten Warders for Acre Prison in view of the considerations set forth in the enclosure to Officer Administering the Government's despatch No. 937 of 20th September, 1928.*

GAOL LABOUR COMPANIES.

The following increases have been provided in accordance with the above-quoted despatch :—

	£P.
Item 158.—1 Gaoler, Grade II, at £E.216 per annum - - -	222
Item 160.—2 Sergeant Warders at £P.10 per month - - -	240
Item 162.—2 Corporal Warders at £P.8 per month - - - -	192
Item 164.—28 Warders at £P.6 per month - - - - -	2,016
Good Conduct Pay - - - - - - -	100
	£P.2,770

Provision has also been made under the appropriate items of Other Charges for the sum of £P.950 for the purpose of equipping and maintaining the additional Gaol Labour Company.

Items 170, 171, 174, 175, 176, *and* 177.—In addition to the sum included under these items in respect of the proposed extra Gaol Labour Company, the provision has been increased on the basis of current expenditure.

Other changes in the vote of this Department are explained in the remarks column of the Estimates.

Head XXI Trans-Jordan Frontier Force.

Provision - - - -	**£P.141,973**
Decrease - - - -	**£P. 9,936**

In accordance with the proposals of Lord Plumer the strength of British Warrant Officers and Privates has been reduced to 9 and 575 respectively, or a reduction of 4 and 100 respectively; and it is anticipated that by the end of 1929 the strength will be further reduced to 4 and 525 respectively. One appointment of Farrier Sergeant (Item 24) and the appointment of Saddler Sergeant (Item 28) will also be abolished in 1929. Provision is made under Item 53 for pay to reservists as proposed by Lord Plumer.

The following increases have been made in the Estimates in connection with the proposals submitted by the Officer Administering Government regarding the provision of second line transport for the Force :—

Personal Emoluments.

	£P.
Item 30.—1 Mechanical Transport Sergeant, £P.240—10—280 ...	240
Item 31.—Expatriation Allowance	50
Item 49.—1 Corporal, Mechanical Transport, at £P.15 p.m.... ...	180
Item 50.—7 Drivers, Mechanical Transport, at £P.10 p.m.	840
Item 51.—1 Fitter, Mechanical Transport, at £P.12 p.m.	144
Total Personal Emoluments ...	£P.1,454

Other Charges.

	£P.
Item 61.—Maintenance of Mechanical Transport (Vote increased by Special Expenditure)	900
Item 86.—Mechanical Transport	4,375
Item 87.—Tools for Mechanical Transport	200
Total Other Charges	£P.5,475
Total	£P.6,929

Provision has been made under Item 52 for compensatory allowance to local ranks and rates of pay are now shown in *£P.* as requested by the Secretary of State.

Other changes are explained in the remarks column of the Estimates.

* C. 57548/28 [No. 1] : not printed.

Head XXIII. Posts and Telegraphs.

Provision - - - -	**£P.144,478**
Increase - - - -	**£P. 1,968**

The main increases under this head are due to the necessity of providing for extension of the Telephone and Postal Services and for the institution of a Post Office Savings Bank. The increases in the establishment are as under :—

Item 24.—5 Assistant Postmasters, Grade IV.
Item 31.—1 Postal Clerk, Telegraphist and Telephonist, Grade III.
Item 33.—2 Postal Clerks, Telegraphists and Telephonists, Grade IV.
Item 39.—3 Telephone Supervisors, £P.144—6—168.
Item 41.—4 Telephonists, £P.50—6—90.
Item 42.—2 Postmen.
Item 43.—1 Artisan, Grade V.
Item 71.—1 Clerk, Grade VI.
Item 77.—1 Telegraph Artisan, Grade IV.
Item 78.—1 Telegraph Artisan, Grade V.
Item 79.—3 Linemen, £P.5—8 p.m.

Items 31, 39, 41, 43, 77, 78 and 79.—Thirteen of the appointments provided under these items are needed in connection with development of the Telephone Service. Telephone revenue in the first half of 1928 exceeded the estimate by 13 per cent. and there is every reason to anticipate that the increase will be maintained. The increase in exchange lines in 1929 is estimated to be approximately 300, and this entails a minimum of seven Telephonists to staff the additional switchboards. Provision has, however, been inserted for three Supervisors (Item 39) and four Telephonists (Item 41). The Postmaster-General considers that the Senior Supervising Officers at the three main exchanges should be in Grade IV, but with a somewhat lower maximum than the other Officers in that Grade. The provision now made for Telephone Supervisors is only in respect of Jerusalem Exchange. The maintenance of the Subscribers' Circuits entails the employment of six additional Artisans and Linemen (Items 43, 77, 78 and 79).

The Clerk in charge of the Telephone Section of the Accounts Branch has now very arduous and responsible duties and provision is accordingly made for his promotion to Grade III (Item 31).

Item 24.—It has been found necessary to insert provision for five additional Assistant Postmasters for the three principal Branch Post Offices. These Officers are carrying out important duties detached from the main offices and bear considerable responsibility, general and financial. Provision is also made in this Grade for Assistants in the Returned Letters and Records Offices.

Item 71.—Provision is made for additional clerical assistance in the Engineering Branch.

Items 122 *to* 126.—These items have been inserted to provide for the purchase of essential features of modern post-office equipment and are all of a revenue-producing or labour-saving nature.

Items 133 *and* 134.—No provision has been made in respect of Renewals Fund, the fund being credited direct with amounts payable by the Air Ministry and Egyptian State Telegraphs on this account, as distinct from the contributions payable in respect of their share of the cost of maintenance. The provision under Item 134 is for ordinary renewals in the nature of maintenance.

Item 136.—The amount inserted under this item, namely £P.3,400, is in respect of the contributions payable to the Posts and Telegraphs Department by the Air Ministry, and the Egyptian State Telegraphs, for the use of the Sinai Telegraph Route, which is maintained at the expense of the Posts and Telegraphs Department.

Other changes in the Estimates are explained in the remarks column of the Estimates.

Head XXIV. Public Works Department.

Provision - - - -	**£P.36,564**
Decrease - - - -	**£P. 379**

The following increases and decreases have been provided in the Estimates under Personal Emoluments :—

Increases.

Items 5, 6 and 7.—Assistant Director, £P.750—25—950.
Item 24 and 25.—Quantity Surveyor, £P.300—10—550.
Item 26.—Clerk of Works at £P 45 p.m.

Decreases.

Item 9.—District Engineer, £P.750—25—950.
Item 32.—2 Foremen of Works, Grade I.
Item 35.—1 Foreman of Works, Grade III.
Item 48.—3 Clerks, Grade V.
Item 54.—2 Storemen, Grade IV.

Items 5 and 9.—These changes give effect to the proposals regarding the emoluments and grading of Mr. Hedley, approved by the Secretary of State.

Item 24.—This appointment was approved by Colonial Office despatch No. 639 of 3rd August, 1928.*

Item 26.—This appointment was approved by the Secretary of State.

Other changes call for no comment other than those provided in the remarks column of the Estimates.

Head XXV. Public Works Recurrent.

Provision - - - -	£P.145,625
Decrease - - - -	£P. 2,406

It has been found possible to reduce the provision for Maintenance of Mechanical Transport and for Railway Fares and Freight by £P.2,000 and £P.3,000, respectively; and, in the interests of economy, the provision under Maintenance of Buildings has been reduced by £P.1,000. On the other hand it was necessary to increase the provision for rent of Offices and Quarters by £P.2,500.

Head XXVI. Railways.

The Railway Estimates are included as an Appendix (Appendix D) to the General Estimates; and a copy of the memorandum by the Acting General Manager, Railways, on these Estimates is attached.

Detailed Estimates giving particulars of the apportionment of the expenditure as between the Palestine Railways, the Kantara-Rafa Railway and the Hijaz Railway, are in course of preparation.

Head XXVII. Miscellaneous.

Provision - - - -	£P.121,735
Increase - - - -	£P. 10,927

The increase is almost entirely caused by the necessity to insert provision under this Head (Item 25) for the completion and annual revision of assessments of Urban property at Jerusalem, Jaffa and Tel-Aviv, and for the assessment of property for purposes of the Urban Property Tax Ordinance, at Haifa, Tiberias, Beisan, Nablus, Tulkarem, Ramleh, Lydda and Gaza.

Other changes are duly explained in the remarks column of the Estimates.

Head XXVIII. Posts and Telegraphs Extraordinary.

Provision - - - -	£P.35,840
Increase - - - -	£P.11,890

A separate despatch is in preparation dealing with the extension of the Telephone service and the necessity for the expenditure provided under this head.

Head XXIX. Public Works Extraordinary.

Provision - - - -	£P.327,701
Increase - - - -	£P.128,021

Item 2.—The provision under this item is required to repair the sea walls at Acre which are in disrepair and undermined in places; but in view of the urgency of the work a Special Warrant for £P.1,550 has been issued as reported in Officer Administering the Government's despatch No. 1018 of the 12th October, 1928.† The provision in the Estimates will consequently be curtailed to the extent of any expenditure incurred during the current year.

Item 4.—See Officer Administering the Government's despatch No. 992 of 5th October, 1928.‡

* C. 57476/28 [No. 3]: not printed. † C. 57255/28 [No. 40]: not printed.
‡ C. 57323/28 [No. 3]: not printed.

Item 5.—Provision for a new prison at Gaza was originally included in the Estimates for 1926-27 and postponed to give preference to works considered at the time to be of greater urgency.

Item 7.—The present Magistrate's Court at Haifa is held in what was formerly a dwelling house. The rooms are small and dark and the whole accommodation is most unsatisfactory from every point of view. The question of leasing alternative accommodation has been fully considered but it has been ascertained that there is no suitable building in Haifa which can be rented for use as Magistrate's Court. There is therefore no other course than the building of a new Court either by Government or by a private owner for lease to Government. The latter is, for obvious reasons, undesirable.

The sum of £P.4,500 inserted in the Estimates provides for the building of a suitable Magistrate's Court in accordance with the requirements of the Chief Justice. This sum does not provide for the purchase of land as it is proposed to erect the building on Government-owned land known as the Bourj site. This site is situated in the centre of the town and is most suitable for the erection of Court buildings and other Government offices.

Item 19.—The necessity for the construction of a sewer in King George's Avenue, Jaffa, was set out in Lord Plumer's despatch No. 665 dated the 3rd July last.* The Secretary of State presumed in despatch No. 716 of the 28th August, 1928,† that the expenditure would be charged as an advance; and it is intended, therefore, to eliminate the provision when the Estimates are finally reprinted.

Item 20.—See Officer Administering the Government's despatch No. 1017 of 12th October, 1928.‡

Item 23.—The Estimates provide the sum of £P.45,000 for the completion of the new Government House. This amount is in addition to the sum of £P.10,000 provided in the Estimates for the current year which included provision to defray the cost of the land.

Item 25.—See Officer Administering the Government's despatch No. 937 of 20th September, 1928.§

Item 26.—See Officer Administering the Government's despatch No. 1000 of 6th October, 1928.‖

Item 33.—The proposed Police Post is intended to serve as a Central Post for the Huleh Area. No properly established Post exists at present in that Area and the Commandant, Palestine Police, considers the provision of an adequate building with stabling to be a matter of great urgency. The sum included in the Estimates provides for the construction of a Post and stabling for 10 men and horses.

The comparatively large provision made for this building is to be attributed to the high cost of haulage of material to the site of construction.

Item 36.—The present Court building at the Old Serai, Nablus, is totally unsatisfactory and unsuitable and has been condemned by all departments concerned. It is intended to construct new accommodation for the District Court and offices at the Old Serai.

Item 48.—The amount of £P.49,600 inserted in the first column of the Estimates represents the cost of construction of stages (*a*) to (*d*) of the road as reported to the Secretary of State, viz., the section of the road complete with bridges from Petach Tikvah to Magdiel past Kfar Saba. The provision of £P.20,000 for 1929 includes a revote of £P.1,700 on the £P.17,600 authorised during the current year and a sum of £P.18,500 for further work. This amount will enable the completion during next year of stage (c) of the road.

Items 61 *and* 62.—The provision under these items is required for the purchase of a boring plant and for actual boring operations. The provision of £P.2,000 inserted in the Estimates for 1926-27 was not utilised and borings in past years have been

* C. 57255/28 [No. 22]: not printed. † C. 57255/28 [No. 29]: not printed.
‡ C. 57571/28 [No. 1]: not printed. § C. 57548/28 [No. 1]: not printed.
‖ C. 57559/28 [No. 1]: not printed.

carried out with an unsuitable plant only intended for trial bore holes for foundations. With regard to the necessity for this expenditure the Director of Public Works states as follows:—

"The successful cultivation of land and the health of the villages in Palestine is governed by the supply of water and Government are receiving in increasing numbers requests for advice and aid in obtaining water. Villages are prepared to pay to the full extent of their resources for a water supply but there are a number of cases where help from Government is desirable.

The Geological Adviser has made a number of suggestions where investigations by boring should be undertaken and even if certain of these may be unproductive of water much valuable information in geology will be gathered.

The water supply has to be improved in a number of places for Government activities and stations quite apart from the general public, as for instance the Kadoorie Agricultural Schools, the Stud Farm, isolated Police Posts, &c. Up-to-date open wells have been sunk at great expense and bores to any depth beyond a few metres have been carried out by contractors with unsuitable plant at a very high cost."

NOTE BY COMMISSIONER OF LANDS ON SURVEY STAFF.

The Survey Staff is engaged on:—

(*a*) completion of the third order of triangulations;
(*b*) the survey and mapping of towns for re-assessment of immovable property under the Urban Property Tax Ordinance;
(*c*) the topo-cadastral survey (1/1,000 scale) which is required for fiscal and general administrative purposes and as the preliminary work for settlement operations;
(*d*) preparing registration block maps on 1/2,500 scale in open lands and 1/625 scale in village sites and gardens from the 1/10,000 survey for land settlement and demarcation of parcels;
(*e*) the survey of lands for departmental requirements or which are the subject of mutations;
(*f*) computation, mapping, printing, clerical and general administrative work at Survey Headquarters.

2. The third order of triangulation should be completed in one year, except south of a line below Hebron which will probaby not be taken in hand unless and until it is decided to undertake settlement operations in the Bedu lands of Beersheba Sub-District.

The survey of the towns for re-assessment purposes will be finished in 1929 and the topo-cadastral survey probably in 1931.

3. As each of these operations is completed, the parties engaged thereon can be reduced.

On the other hand, the staff engaged on the preparation of registration block maps for land settlement and demarcation of parcels will require to be increased to conform with the programme of land settlement which it is anticipated will be submitted for Government approval in June or July next year.

4. A nucleus will be required to maintain the work referred to in paragraph 2, and when land settlement is completed throughout the country the staff engaged thereon will also be reduced to a minimum necessary to cope with post settlement mutations which may be brought forward for registration.

The Headquarters staff for computation, printing and other purposes can then probably also be based on a permanent reduced scale.

Enclosure 3 in No. 1.

Estimates—1929.

CHIEF SECRETARY, 21st September, 1928.

I ATTACH, in duplicate, draft Estimates in respect to the Palestine Railways and operated lines for 1929. The figures shown under the heading of "Approved Estimates" are those inserted in the draft Estimates for 1928 submitted in February and which are being redrafted in accordance with instructions received to submit revised Estimates for 1928.

REVENUE.

2. The total revenue for all sections is estimated at £P.650,600 made up as under:—

	Gross Estimates. £P.	*Palestine.* £P.	*Kantara-Rafa.* £P.	*Hijaz.* £P.
Coaching	(297,600) 293,100	(185,000) 175,000	(79,800) 83,600	(32,800) 34,500
Goods	(275,000) 331,000	(169,000) 199,000	(42,500) 52,000	(64,000) 80,000
Miscellaneous	(21,400) 26,500	(14,000) 19,000	(4,000) 3,400	(3,400) 4,100
Totals	(594,500) 650,600	(368,000) 393,000	(126,300) 139,000	(100,200) 118,600
Increase .. .. 1929 compared with 1928	56,100	25,000	12,700	18,400

Note.—For purposes of comparison, estimated figures for 1928 are shown in brackets.

Coaching.

(*a*) The figure of £P.293,100 is £P.4,500 less than that estimated for 1928. A decrease of £P.10,000 is anticipated on the Palestine Railways with increases of £P.3,700 and £P.1,700 on the Kantara-Rafa and Hijaz Railways respectively.

(*b*) The position in regard to passenger traffic has been fully set out in my letter dated 23rd July, 1928, a copy of which is attached for facility of reference. The decision of His Excellency the Officer Administering Government that the matter be laid before the Railway Board, &c., for its advice, and that Government have already decided to introduce at an early date legislation to restrict the weights of (or loads to be carried by) commercial motor vehicles and prohibiting the use of solid tyres, is noted. Action will be taken to conform with His Excellency's instructions when the General Manager returns to duty as owing to pressure of work in connection with the Harbour and other urgent matters, I have not been able yet to arrange a meeting of the Railway Board.

(*c*) The inauguration of services by the Sentinel-Cammell Steam Cars should result in the Railway regaining at least a portion of the passenger traffic, particularly in those areas where roads do not parallel the Railway. This new form of service should be well patronised by the inhabitants of villages situated in close proximity to the line and some distance away from present railway stations, as halts will be made at intermediate points where traffic is sufficient to warrant this. Owing to the abnormal gradients these coaches will not be used on the Artuf-Jerusalem Section. The increases on the Kantara-Rafa and Hijaz Railways are due to anticipated additional tourist traffic.

Goods.

The figure of £P.331,000 provides for an increase of £P.55,500 comprised as follows:—Palestine £P.30,000, Kantara-Rafa £P.9,500 and Hijaz £P.16,000.

(*a*) It is difficult at this stage to estimate what extent the Railway will be utilised in 1929 for the carriage of stone, &c., for the construction of the Harbour at Haifa. £P 20,000, however, has been included in the estimated goods revenue for this and relative traffic.

(*b*) A loss of at least £P.500 per month on goods receipts has already been incurred in consequence of the severance of rail connection between Jaffa main station and the Port and there is every indication that this will substantially increase unless effect is given to the proposals put forward by the General Manager in March last. These proposals would arrest this loss and place no liability on Government when put into operation. The removal of the Railway and absence of collection and delivery services has caused considerable congestion and inconvenience to traders who, in order to overcome these difficulties, are forwarding their goods by road transport direct from the Port to destination instead of using the Railway throughout as happened formerly.

(*c*) The lack of co-operation by the adjoining systems, viz., Egyptian State Railways and D.H.P., in regard to rates to foster "transit" traffic is extremely disappointing and hampers our activities. There are difficulties arising from the geographical relationship of Palestine to Syria and Egypt whereby the former is literally

" squeezed " by the antipathy of the other two and the assistance of His Majesty's Government appears likely to offer the only solution of surmounting these obstacles

As you are aware from recent correspondence dealt with under your File 11258/28, representations made to the Egyptian State Railways and (latterly) through the Residency with a view to securing a reduction in the Egyptian State Railways goods rates on through-booked traffic have not had the desired effect, the result being that considerable traffic which could have been secured to rail still continues to be forwarded by sea. Attention has also been drawn to the harmful effect to the Palestine fruit trade caused by the sudden inflation of the Egyptian State Railways rates.

(*d*) The attitude of the D.H.P. towards the Syrian Section of the Hijaz Railway in regard to goods rates has already been brought to your notice. So long as the rates on the former Section are maintained at a high level for the convenience of traffic which is being diverted over a privately-owned system from Beyrouth to Damascus, it will be impossible to regain the traffic which used to be despatched via Haifa when the Syrian Section was under the control of the C.F.H.

(*e*) The Customs Transit Agreement recently agreed between Trans-Jordan and Palestine will undoubtedly have a good effect and will encourage the importation of goods into Trans-Jordan from Palestine which have hitherto been imported via Beyrouth. This arrangement is, however, liable to any measure of retaliation, such as the increasing of rates between El Hamme and Nassib that D.H.P. may impose to prevent or recover losses caused to the Beyrouth-Damascus Railway by such agreement

(*f*) There is a steady expansion in the local goods traffic which it is anticipated will continue during 1929 A general increase in traffic resulting from trade revival and the activities of the Palestine Electric Corporation at Jisr Majamie are expected to increase the goods receipts on the Kantara-Rafa and Hijaz Railways by £P.9,500 and £P.16,000 respectively.

Miscellaneous.

The figure of £P.26,500, provides for increases of Palestine £P.5,000, Hijaz £P.700, and a decrease on Kantara-Rafa of £P.600. The estimate is based on actual earnings to date.

Expenditure (Recurrent).

3. The total expenditure for all sections is £P.627,115, being £P.111,736 in excess of the estimated expenditure for 1928.

	1929.	*1928.*
	£P.	£P.
Palestine	391,451	290,000
Kantara-Rafa	128,428	111,436
Hijaz	107,236	113,943
Total	£P.627,115	£P.515,379

Abstract " A." Maintenance and Renewals of Way and Works.

The total estimated expenditure is £P.108,893, as against £P.133,730 shown for 1928, there being a decrease of £P.24,837. This is due to reductions in the programme for the maintenance of roads, bridges and works of £P.7,516; maintenance of permanent way £P.4,662; maintenance of stations and buildings £P.5,822; maintenance of signalling and interlocking £P.351; general tools, movable plant and equipment £P.2,099; personal emoluments of £P.1,758; and transfers to other abstracts of £P.2,630.

Although substantially reduced, it is considered that the expenditure provided for in 1929 will be sufficient to maintain the line in a satisfactory state.

The transfer to other Abstracts refers to cost-of-living allowance, travelling and house allowances and assisted passages being allocated to Abstract " D " (General Charges).

The post of Divisional Superintendent, Hijaz Railway, is now filled by a District Engineer from Palestine Railways, the object of this being to have a full-time Engineer on the Trans-Jordan Section. He is also required to perform duties in connection with traffic operation.

Abstract " B." Maintenance and renewal of Locomotives and Rolling Stock.

The total estimated expenditure is £P.118,716 as against £P.119,388 there being a decrease of £P.672. This is due to reductions under maintenance of Locomotives and Cars of £P.5,153; maintenance of Wagon Stock £P.3,389; transfers to other

Abstracts £P.1,323; whilst there are increases under personal emoluments of £P.54; Printing and Stationery £P.330; maintenance of Coaching Stock £P.2,335; and Electrical Services of £P.6,474.

The work carried out in 1929 whereby the programme for fitting copper fire boxes to main line engines and five shunting engines will be completed, will enable a reduction to be effected under Maintenance of Locomotives and Cars. The conditions of goods rolling stock has also been much improved due to the work that was carried out in the last two years.

The provision for maintenance of coaching stock was under-estimated. With regard to increase on stationery, certain items of expenditure were distributed under various sub-heads of the Abstract which aggregated £P.300. Although at first sight it would appear that this provision has been increased, it is not the case. The increase under personal charges is due to more accurate allocation of salaries of Supervising Staff.

The increase under electrical services is accounted for by the grouping of the cost of these under Abstract " B " which formerly were borne by each Abstract affected.

Abstract " C." Transportation Expenses.

The total estimated expenditure is £P.175,984, as against £P.212,212, there being a decrease of £P.26,228. This is made up of a reduction of £P.10,694 in connection with the running of locomotives and cars, £P.8,295 traffic operation, £P.462 other Office expenses, £P.1,691 personal emoluments, transfers to other Abstracts £P.5,344, whilst there is a small increase of £P.258 on equipment and furniture and clothing.

From 1st September, the train services were revised and " mixed " trains substituted for certain purely passenger trains on the Haifa—Lydda and Jaffa—Jerusalem Sections. Under existing conditions it is admitted to be physically impossible for the Railway to compete with road transport services on the Jerusalem line. The " mixed " trains which convey goods and passengers, allow of more economical working although slightly additional time is taken *en route*.

The re-arrangement of the time-table has also permitted of the abolition of a number of night goods trains and a reduction in staff. Best possible use of engines, punctual time-keeping and low incidence of failures and accidents has enabled transportation expenses to be reduced to a level which may be regarded as highly satisfactory.

The interlocking of stations will result in a greater degree of safety and render possible further staff economy.

The District Traffic Superintendent who was acting as Divisional Superintendent, Hijaz Railway, has been returned to Kantara East to fill the vacancy on the Palestine Railways Establishment.

Abstract " D." General Charges.

The total estimated expenditure is £P.78,813, against £P.60,049, there being an increase of £P.18,694. This is due to reductions of £P.699 on personal emoluments; £P.260 contingencies, equipment and furniture; £P.40 personal allowance, and £P.180 transferred to other Abstract.

The increases comprise transfer from other Abstracts of cost-of-living, travelling, and house allowances, and assisted passages totalling £P.7,740; printing and advertising and uniforms, £P.1,423; compensation, £P.800; rent of buildings and land, £P.700; services rendered by other Government Departments, £P.4,280; and £P.5,000 increased charges due by Kantara-Rafa Railway in respect to hire of rolling stock. The allocation of these allowances to Abstract " D " General Charges, is similar to that adopted in the General Estimates of Government.

The increase of £P.5,000 on the Kantara-Rafa Railway is in respect to the amount ascertained to be payable by that Railway for hire of Palestine Railways rolling stock.

An increase of £P.3,000 has been allowed for in the event of the revised charges by Postmaster-General for maintenance of circuits and telephones used by the Railway being accepted. This Department is, however, contesting an increase at the rates proposed.

Abstract " E." Debt Charges.

For the first time in the history of the Railways provision is made under Abstract " E." " Debt Charges," for payment of £P.123,451, representing interest charges at 5 per cent. per annum on the Railways portion of the Loan floated under

the Palestine and East Africa Loans Act, 1926. This interest charge comprises £P.81,592 in respect to the allocation of £P.1,631,841 Stock of the Loan, and £P.41,859 in respect to £P.841,370 which is the purchase price of Railway assets from His Majesty's Government in accordance with the Wickham Valuation. It is noted that a Sinking Fund for the amortisation of the Loan does not become payable until the 1st November, 1930, and that it will be necessary in due course to make provision in the Estimates of this Department accordingly.

No provision has been made for a Renewals Fund. It is important, in my opinion, that authority be given for the creation of such a fund on the lines recommended by Mr. Anthony in pages 11 and 12 of his General Report to Secretary of State. I also recommend that the profit that has accrued on working to date should be earmarked for Railway purposes.

It will be seen that no provision has been made for increases in establishment. No effort is being spared to reduce expenditure consistent with efficiency and safety, and by the exercise of rigid economy it has been possible considerably to reduce the expenditure in 1928 whilst maintaining the estimated revenue. For instance, it is anticipated that the Palestine Railways recurrent expenditure will be reduced by approximately £P.60,000, whilst in Abstract "F," "Capital Improvements from Revenue," expenditure against the total estimated provision of £P.45,000 will not exceed £P.20,000. The latter item has been restricted mainly to payment for material authorised in 1927, but not supplied until 1928.

The Estimates have been so framed to ensure that the Railway shall meet the heavy interest charges it is required to bear as from 1st January, 1929.

In order to do this it has been necessary drastically to restrict expenditure by the various branches responsible for maintenance and operation. I am confident, however, that given reasonable scope to operate the Department on commercial lines and with the co-operation of Government, the margin between receipts and expenditure will permit of interest charges to be met in 1929 without unduly curtailing expenditure at the expense of proper maintenance and efficient operation. The projected development at Haifa is closely dependent upon the Railway and must result in increased work and responsibility upon the Management. It is for this reason that I venture to express the hope that every possible assistance will be rendered by Government to the Railway Department.

Expenditure "Extraordinary."

4. Provision is made for £P.21,258, as against £P.86,444 for 1928.

	1929. £P.	*1928.* £P.
Palestine - - -	5,000	45,000
Kantara-Rafa - -	16,258	22,123
Hijaz - - -	—	19,321
	£P.21,258	£P.86,444

Palestine Railways.

In conformity with your approval, provision is made for £P.5,000 under one head, viz., "Minor New Works." It is intended to confine this expenditure to works such as the provision of siding, &c., accommodation that will be required at the expense of the Department in connection with the carriage of stone and other building media, for the harbour as well as other new works which may be required for the proper handling of traffic. Your prior approval will be obtained for each item of expenditure to be charged to this provision.

Kantara-Rafa Railway.

£P.3,950 is required for the construction of a new line to the wagon berth and siding and office accommodation, consequent on the decision of the Suez Canal Company to complete transfer of the Wagon-Ferry to a new site at the south side of the Kantara East Passenger Station before the end of 1929. This expenditure is the minimum necessary to provide for present traffic requirements and is only for the works that this Department must carry out for the handling of traffic east of the Canal. The Egyptian State Railways and Suez Canal Company will undertake at their expense all other works occasioned by the move.

£P.12,308 is required for realignment of the line between Rafa and Romani. The Kantara-Rafa Railway at present is greatly handicapped by reason of the fact that it abounds in small radius curves laid on sand formation with the result that it is most difficult in many places to maintain alignment and super-elevation for speeds greater than 30 miles per hour There is also the element of danger to be considered, for a heavy train passing at speed over a tortuous track laid on sand can quite easily throw the curves out of centre and so make it possible for a later train to be placed in danger of derailment. It is only by constant and careful patrolling and attention to alignment and super-elevation that the chance of accident can be kept at a minimum.

In the draft Estimates for 1928 there is provision of £P.12,308 for this work but as the Estimates have not yet been approved, there will be no expenditure on this account in the current year.

It is proposed to carry out the work between the following points and your approval is requested to enable a start to be made in January as the winter is the best period for operations of this description in Sinai.

Kilo 241·693 - -	242·354	Rafa—Romani.
,, 243·798 - -	244·936	
,, 250·807 - -	254·450	
,, 281·080 - -	290·812	
,, 351·569 - -	354·775	

Hijaz Railway.

The Hijaz Railway will possess at the end of 1928 sufficient locomotives and rolling stock in relatively good condition for normal requirements.

With the exception of the Ma'an-Mudawara Section which has not been used since transferred to the control of this Administration in August 1925, this Railway is now in a comparatively good state of repair, consequently no capital expenditure has been provided for in 1929. Should however an agreement be reached with H.M. Ibn Saud for the resumption of train services to Medina, an application will require to be made for special expenditure to repair the former Section. In the event of the latter contingency not arising, the profit on operation can be applied towards liquidation of the advance by Palestine to the Hijaz Railway.

General.

The delay in the erection of new workshops owing to the site not being settled must continue to inflate the cost of maintenance of locomotives and rolling stock, one of the principal items of Railway expenditure. Another important feature is that a large quantity of steel-work for the erection of the workshops is at present stacked at Carmel on the site where it is proposed to establish reception sidings for stone transported from Athlit for the construction of the harbour. It will thus be seen that much depends on the settlement of the permanent site for the workshops.

I need hardly repeat that the present system whereby separate accounts are required to be kept for the Palestine Railways, Kantara-Rafa Railway, and Hijaz Railway, is unscientific and unwieldy. It is hoped that the necessary authority will be forthcoming to permit of the introduction at the earliest moment of Mr. Anthony's proposals for the unification of accounts.

From the attention given to this matter earlier it was anticipated that a commencement would have been made in 1929 with the work of deviating the main line of Railway via Jaffa. The recent decision of Government to abandon the scheme was quite unexpected, especially in view of the preliminary expenditure incurred in transferring the permanent-way material salvaged from the Beersheba line to Lydda and the purchase of land near Tel Aviv. In connection with this matter I quote below an extract from my letter Confidential dated 25th July, 1928.

> "It is desired to point out that the object of the deviation was to simplify and improve rail transport services of this country to the advantage of both public and railway alike and, of particular importance, a substantial economy would be effected by transferring a war-time emergency site to another more suitable for present-day requirements.
>
> I have not overlooked the limitation it is necessary to impose on capital expenditure, or that Government may not be in a position financially to embark upon such a scheme—both primary considerations in deciding a question of this sort. Nevertheless, I consider the scheme has reached the stage where very careful and further study be given to it before steps are taken to dispose of the land purchased near Tel Aviv from which a substantial loss may be expected."

It is hoped that an opportunity will be given after Sir John Chancellor's arrival to discuss the merits of the scheme on the ground with him as only from such an examination can the project be properly studied and its possibilities appreciated.

I noticed on a recent tour of the country north of Jaffa extending as far as Khudeira that a vast area of fertile land is still in an undeveloped state. There would appear to be excellent prospects for increasing the prosperity of the country and incidentally the revenue of the Railway by a progressive policy of closer settlement. Doubtless Government has such a scheme in view.

It will be observed that the form in which these Estimates have been prepared is similar to that followed prior to 1928. This form is more convenient for Railway purposes generally and the Chief Accountant agrees it will simplify the work of his Branch. Revised Estimates for 1928, which will be submitted shortly, are being prepared on similar lines, in order to facilitate comparison with the figures for each year.

In accordance with His Excellency's instructions, transmitted by telephone on the 14th September, arrangements for the printing of these Estimates will be undertaken by your Office.

G. M. CAMPIGLI,
Acting General Manager

Copy to Treasurer.

CHIEF SECRETARY,
GOVERNMENT OFFICES,

23rd July, 1928.
G.M. 2118

Subject—Passenger traffic.

I DESIRE to bring to your notice the serious diminution in passenger receipts consequent on fewer passengers travelling by rail.

2. A statement of the numbers travelling and revenue derived annually since 1925 is appended; the relative figures (shown separately) in respect to the Railways in Palestine proper indicate an alarming decline in use of railway services.

Year.	*Palestine.*	*Other sections.*	*Total passenger journeys.*	*Receipts.*
				£P.
1925	942,723	283,220	1,225,493	306,733
1926	803,888	260,650	1,064,538	274,637
1927	662,761	254,432	917,193	266,615
1928 (6 months)	301,325	146,022	447,347	141,804

The 12-months' figures for 1928 will be less than double those for the first six months shown which include the best period of annual tourist traffic: a decline compared with 1927 is predicted.

3. The reason for this state of affairs is largely due to intensive and increasing road competition to counteract which, in my opinion, it is essential to introduce legislation to safeguard the Railway which is a State undertaking in every sense of the word. It is admitted that as a means of rapid conveyance, the road vehicle in certain respects possesses advantages over Railway transport, *e.g.*, it is more flexible and gives more direct service—but under existing conditions, it enjoys such freedom of action as to place road carriers at an advantage in their competition with Railways. As distinct from the Railways which are common carriers, road transport agents can select their traffic, and, as may be expected, the more profitable classes of traffic only are chosen. Their services are confined to routes considered to be most remunerative and operated at times to suit any convenience, whilst the Railways are left to accept the lowest grades of traffic, the carriage of which is often unprofitable and to run according to advertised contractual schedule.

Compared with the cost of providing and maintaining Railway transport, the relative expenditure to establish and operate road services is low. Besides being provided with first-class roads at a comparatively small fee in the form of a motor licence, cars can be easily obtained on spread-over instalments; benzine is sold on credit terms and there is no legislative restriction governing loads and speeds. Construction and equipment of the Railways has entailed considerable expenditure and the annual recurrent cost of maintaining truck, signalling, bridges, &c., is substantial

whether or not the traffic is light or heavy. On the other hand, private transport undertakings are permitted to operate freely over highways constructed and maintained at public expense.

4. For these reasons it seems unreasonable that road motor services which are worked for private benefit should be allowed to have unrestricted freedom of operation in direct competition to the Railways—a national concern—and to filch an appreciable portion of the most remunerative traffic.

5. The Sentinel-Cammell steam rail coaches are expected to assist considerably in combating motor car competition but they are not likely to be available much before the beginning of 1929 and in themselves they will not do everything that is required in this direction.

6. To attain any degree of success a drastic reduction in the fares would require to be made but even this would only constitute a palliative and not a remedy. In any case, such a step would be purely speculative and it is not desirable that the Railway should be compelled to take such risks, especially as the roads and railways are State controlled.

7. There is another and no less important feature, viz., the heavy recurrent expenditure on road maintenance. Unless effective measures are taken substantially to restrict speeds and loads of motor vehicles, repairs to roads must become a serious strain on the resources of the country if they are to be maintained in a proper state. Such cost will be increased as user intensifies.

8. I incline to the view that the time has arrived when railway fares should be reduced but after a careful study of existing conditions, am satisfied that nothing short of reduction to an uneconomic level is likely to regain traffic which has been diverted to the road.

9. I have therefore thought it best to place the facts before you for consideration and should like to be informed whether Government is prepared to introduce legislation at an early date to restrict the issue of licences in respect to public road transport services and to enact legislation to govern the speeds and loads of all such vehicles with a view to equalising conditions under which Railways compete with road services.

Two salient objectives of such legislation should be:—

(*a*) Owners of commercial motor vehicles and tourist cars for hire to contribute adequately towards the maintenance of the roads.

(*b*) Freight vehicles to submit to legislation as to the publication of schedules of rates and classes of goods to be carried.

10. The development of road motor traffic and the necessity for legislation to control it was referred to in my annual report for 1926, the relevant extract from which reads as follows:—

"*Roads Motor Transport*:—

"The advent of intensive and organised road transport is relatively recent in Palestine though its development and consolidation have proceeded rapidly.

"Whilst it is appreciated that this form of transport must be regarded as a permanent factor to be taken into account in the administration of the Railways, it is felt that road transport interests have an advantage over the Railways in that the former do not contribute proportionately to the cost of the roads over which their motor vehicles operate services competing with the Railways.

"The roads are subjected to rapid depreciation and *ergo* increased maintenance costs as the user intensifies.

"Factors difficult to overcome in road motor competition are the door-to-door service afforded by motors and their ability to dispense with a comprehensive time schedule, but a most anomalous and serious feature of the situation is that to foster development, the Railways are expected to carry at abnormally low rates the metal and other materials utilised for making the roads over which the competitive services will operate.

"It is considered that the time is not far distant when legislation will be necessary to equalise the conditions under which the Railways have to compete with road vehicles, if railway receipts are to be maintained.

"Two main objectives of such legislation should be:—

"(*a*) Owners of commercial motor vehicles and tourists cars for hire to contribute adequately towards the maintenance of the roads.

" (*b*) Freight vehicles to submit to legislation as to the publication of schedules of rates and classes of goods to be carried."

Because of the proportions which this has now assumed and its vital bearing on the revenues of the Department and the country, I would urge immediate and thorough consideration of the matter.

G. M. CAMPIGLI,
Acting General Manager.

Copy to Superintendent of the Line (26/7/28).

C. 57589/28 [No. 5].

No. 2

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by Nos.* 3 *and* 5.]

(No. 1067.)

SIR, Downing Street, 20th December, 1928.

I HAVE the honour to acknowledge the receipt of Mr. Luke's despatch No. 1037 of the 18th October,* transmitting the draft Estimates for the year 1929.

2. I wish to express my satisfaction that, in contrast to the experience of recent years, it was found possible to prepare the draft Estimates for 1929 in time for them to be submitted to me more than two months before the commencement of the financial period to which they relate. This is all the more satisfactory in that the delays of recent years have been avoided on this occasion without any decline in the standard of careful preparation on which I have previously passed favourable comment. I should be glad if you would convey an expression of my appreciation to Mr. Luke, Mr. Davis, and any other officers who have been closely concerned in the preparation of the draft Estimates under consideration.

3. I now turn to an examination of the general financial position. In the summary shown on page 5 of the draft Estimates the surplus of the Palestine Government at the 31st December, 1928, was estimated at £P.360,206. That estimate was based on figures of actual revenue and expenditure for the first eight months of the current financial year and on estimates for the last four months of that year. In the light of the more recent figures now available, it appears that, after allowing for the transfer as a charge against revenue of the sums mentioned in sub-paragraphs (3) and (4) of paragraph 5 of Mr. Luke's despatch, the surplus balances at the end of 1928 should be not less than £P.400,000 and may slightly exceed that figure. Against these balances must be set allocations under such items as Agricultural Loans, Advances to Municipalities, Railway Coal Account, &c. I am not aware of the precise total of these allocations but it must be in excess of £P.200,000 and, when added to the estimated deficit in 1929, will leave at the end of that year a surplus barely sufficient to provide a working balance for the Palestine Treasury.

4. The present financial position thus is such as would at first sight seem to demand that expenditure in 1929 should be kept within the bounds of available revenue and even that, having in mind the fluctuations to which Palestine revenues are subject, an attempt should be made during that year to increase the cash resources of the country. It will be recalled that this position was foreseen when the 1927 and 1928 Estimates were under consideration and that in the summer of this year Lord Plumer, who, it seems, was at that time of the opinion that there was little immediate prospect of any substantial increase in revenue, appointed a Committee (known as the Economy Committee) to make recommendations for material reductions in the recurrent expenditure of the Palestine Government. The report of that Committee, while it indicated that in certain respects (to which I will revert later) savings might be effected without detriment to existing services, made it clear beyond question that it was not possible to obtain reductions in expenditure of the order even of £P.100,000 per annum without imposing definite restrictions on social services to the detriment of the people of Palestine. As Lord Plumer left Palestine a few days after the Committee presented its report, it fell to Mr. Luke, who had only recently taken up his appointment in Palestine, to consider the recommendations of the Committee. For reasons which he has explained in the opening paragraphs of his despatch, Mr. Luke decided that the draft Estimates for 1929 should be prepared on the basis of the services now rendered to the

* No. 1.

public and that effect need not, for the present at all events, be given to the recommendations of the Committee. In arriving at this decision Mr. Luke was influenced by certain considerations which led him to the belief, contrary to that held by Lord Plumer, that the revenues of Palestine were likely to show in the near future an increase sufficient to justify the retention of all existing services. With that view, I am, in general, disposed to agree and, indeed, it has found support in the financial returns rendered since Mr. Luke wrote his despatch. I am therefore prepared to approve the basis on which the Estimates have been prepared but I would ask that, the a view to guarding against the possibility that the hope of increased revenue may fail to materialise, you will give careful consideration to the possibility of carrying out those recommendations of the Committee which can be made effective without detriment to the public interest. As examples of the recommendations which I have in mind I would cite the proposals of the Committee for (1) the reduction of the prison population (page 18 of the Report of the Committee); (2) the closing of Internal Customs Houses (page 10); (3) the reduction of the number of non-effectives in the Police (page 17); (4) the reduction of expenditure on stationery and printing (page 22); and (5) a revision of clerical establishments (page 24). To these and other recommendations of the Committee further reference is made in the memorandum enclosed.

5. Even if, by the exercise of the economies to which I have referred above or such other economies as you may choose to effect, expenditure in 1929 is kept within the limits of revenue for that year, the financial position of the Palestine Government will not be free from anxiety, since, as Mr. Luke pointed out, the Estimates for the year 1930 must take account of a decrease in revenue from invested Loan Funds and must provide for automatic increases of expenditure on Debt Charges. Moreover, expenditure in 1930 must be expected to show an increase over that in 1929, if only on account of the expansion of services recently instituted (such as Land Settlement) and of normal increments and new pension charges. The financial position will thus call for careful examination from time to time throughout the forthcoming year, particularly from the point of view of determining the trend of revenue. Examination on these lines will, I hope, disclose that revenue during the year shows an appreciable expansion. Should that hope be realised, it may be possible to balance the Palestine budget for the year 1930, without either broadening the basis of taxation or effecting retrenchments at the expenses of the services rendered to the public. If, on the contrary, the experience of the earlier months of 1929 indicates that trade and industry in Palestine are not improving or that such increased prosperity as there may be is not being reflected in the revenue returns, it may be necessary to carry out even those recommendations of the Economy Committee which affect social services. The position here envisaged will, I trust, not arise. I am still hopeful that, the trade depression in Palestine having now passed its worst point, the present upwards trend of revenue may be maintained and the financial position in consequence appreciably improved. It would, however, be imprudent to ignore other possibilities and I therefore suggest that the recommendations of the Economy Committee should be made the basis for the preparation of a programme for the reduction of recurrent expenditure. That programme would, of course, be held in reserve, and would be carried out only in the event of a definite deterioration in the financial position. The work of preparing the programme might, and I hope would, prove to have been superfluous, but its existence would enable the Palestine Government to take immediate action along pre-determined lines in the event of its becoming necessary to carry out measures of economy. Even with the assistance of such a programme a considerable interval would undoubtedly elapse before any substantial benefits could accrue from the economies introduced; in the absence of any settled programme, that interval would undoubtedly be substantially prolonged. If action is taken along these lines the Palestine Government will, I consider, have adopted the widest measure of insurance for the immediate future that they can reasonably be expected to take at the present juncture.

6. I now propose to examine the Estimates. The revenue is estimated at £P.2,148,861, to which, for the purposes of comparison with the figures of previous years, must be added the self-balancing revenue of the Palestine Railways amounting to £P.391,451. The total revenue of £P.2,540,312 thus obtained compares with an estimated revenue of £P.2,322,935 for the current financial year and with an actual revenue of £P.2,049,540 for the first ten months of that year. As is explained in the enclosed memorandum, I am inclined to the view that amendments of detail may be necessary under certain items of the revenue estimates, but, since the net effect of those amendments is negligible, I consider that the revenue estimates for 1929 should be realised, and may even be regarded as having been framed on a conservative basis.

By far the largest single item under revenue is the sum of £P.900,000 which, it is estimated, will be received from import duties. The total estimate from customs duties, which is £P.900,500, compares with actual receipts as shown below :—

1923-24	...	£E.481,778.
1924-25	...	£E.626,016.
1925-26	...	£E.864,154.
1926-27	...	£E.783,573.
1927	...	(9 months only) £P.569,935 (or a rate of £P.759,913 per annum).
1928	...	(10 months) £P.740,219 (or a rate of £P.888,263 per annum).

I have cited these figures since the revenue from customs duties, being a reflection of the consumption of imported goods, is perhaps the truest available index of the measure of prosperity of Palestine. The figures, it will be seen, show a substantial decrease during the years 1926-27 and 1927 when the economic depression was most acute; since that time they show a gratifying increase. Mr. Luke has pointed out that it is not at this stage possible to determine whether the increased customs revenue in 1928 reflects increased prosperity or is a result of the revised customs tariff, but at least it may be said that the figures serve to show that the period of trade stagnation has passed its worst point, and that there is, in consequence, hope that in 1930, if not in 1929, the revenue from this source may reach a figure not hitherto attained. It is, in my opinion, to the figures of customs revenue more than to any others that the Palestine Government should look for guidance in determining the course of policy which they will pursue on the question of retrenchments discussed earlier in this despatch.

7. Expenditure is estimated at £P.2,185,885, or, including self-balancing expenditure on the Palestine Railways, at £P.2,577,336, which compares with an estimated expenditure in 1928 of £P.2,443,677. The principal increases in estimated expenditure occur under Land Settlement, Public Debt Charges, and Public Works Extraordinary.

I agree that the increase in expenditure on Land Settlement is inevitable, and that further increases under this head must be anticipated.

Public Debt Charges in 1929 (including a sum of £P.123,451 included in Abstract E of the Railway Estimates) will amount to £P.223,750 against which there is to be set the interest on invested Loan Funds. This is likely substantially to exceed the figure of £P.44,000 provided in the draft Estimates. The net charge on account of the Public Debt in 1929 will probably be a little more than £P.160,000, but by the year 1931, when the full amount of Sinking Fund will be payable and interest on invested Loan Funds will be negligible, the charge on this account will have increased to about £P.275,000. Though this burden, amounting as it does to some 11 per cent, of the total revenues of the country, may press hardly on the Palestine taxpayer, he is, as Mr. Luke has pointed out, to be congratulated on the liquidation of the Palestine share of the Ottoman Public Debt by which a very heavy liability has been extinguished through operations involving a capital payment of less than five years' expenditure on the service of the Palestine share of the debt.

8. Though the expenditure estimates viewed as a whole present few striking features, the estimates under Public Works Extraordinary are of interest as denoting a change of policy, with which I am in entire agreement. During the period of economic stress and consequent unemployment, the Palestine Government have made an effort, the full extent of which has not, in my opinion, been appreciated, to alleviate distress by accelerating their programme of public works, in order to provide employment. In particular, their attention has been directed to the construction and improvement of road communications and, as was clearly shown by figures forwarded to me by Lord Plumer, the expenditure on this account absorbed no inconsiderable proportion of the funds available to the Government after provision had been made for essential services. Since the decisions of Government as to the programme of road construction had in some measure to be determined by such factors as the degree of unemployment in the several towns and districts, that programme could not be framed, as would otherwise have been the case, solely in the light of the principle accepted by the Road and Railway Boards that first-class roads should be constructed where they will feed rather than where they will compete with the railways. In consequence, and since also the construction of roads purely as relief works is not in general the most economical of methods, the policy of recent years has imposed a considerable burden on the finances of the Palestine Government. The estimates for Public Works

now under examination mark a change of policy in this respect. The funds available will, I am glad to note, be expended on the provision of new and important buildings instead of on additions to a road system of which it may at least be said that it is adequate to the present needs of the country. With this change of policy I am, as I have already said, in entire agreement, and I trust that the hope of increased prosperity may be realised, so that the building programme may be enlarged, thus relieving the Government in some measure of their present heavy expenditure on the renting of offices.

9. I am not clear as to the precise significance of the division of Extraordinary Expenditure into the two heads, shown in the summary on page 5 of the draft Estimates as (1) Extraordinary Expenditure, and (2) Extraordinary Expenditure from Surplus Balances. It would, I am advised, be more in accord with practice if these two items were to be combined, the position then becoming that Extraordinary Expenditure would be met from current revenue up to the amounts available, the balance, if any, being defrayed from surplus balances.

10. My comments on the details of the expenditure estimates are contained in the accompanying memorandum. There are, however, two points to which I would wish to draw attention in this despatch.

In the first place I note that while the expenditure on the Immigration and Travel Section is estimated at £P.19,230, the revenue accruing to Government from the various activities of that Department is, so far as I can ascertain, estimated at £P.12,000. It is, I consider, desirable that this Section should be conducted, as are the Palestine Railways and the Departments of Posts and Telegraphs, on a basis which, so far as possible, will make it self-supporting. If, as I gather from the report of the Committee appointed by Lord Plumer to inquire into the working of the Section, it is not possible to reduce expenditure thereon, it is, I would suggest, a matter for consideration whether the fees charged for the services which the Section renders to the public should not be increased to a level which would yield a revenue approximating to that expenditure.

I note with regret that, notwithstanding the reductions in Police establishment which Lord Plumer was able to effect, the considerable economies thus brought about under the heading of " Personal Emoluments " are to a large extent offset by increased expenditure under " Other Charges " for the Police Section of the Department of Police and Prisons. Having regard to the remarks in paragraph 17 of Mr. Luke's despatch, I have no wish to press for further reductions in the establishment of the Police, but I would ask that consideration should again be given to the possibility of effecting substantial economies under the " Other Charges " expenditure of the Police and Prisons Sections, which in the 1928 Estimates amounted to £P.119,197 and in the 1929 Estimates to £P.122,697.

11. The Railway Estimates are discussed briefly in the enclosed memorandum. Though I have there made a few comments on the details of the Estimates, I would express my satisfaction that it has been found possible to meet many of the criticisms which I have offered in the past as to the form in which the Railway Estimates were presented. It is satisfactory also that the 1929 Estimates for the Railway Department were submitted at so early a date, notwithstanding the difficulties of preparation involved by the combination of three railway systems under one management.

I note that the Railway Estimates show an excess revenue over expenditure on the Palestine Railways. This position is, I gather, the result of various measures of economy instituted by the Railway authorities, on which they are to be congratulated. I trust that the estimate of revenue will be realised, and that it will be possible to keep expenditure within the amounts provided.

12. I approve Mr. Luke's suggestion that the exchange of despatches on the subject of the 1929 draft Estimates should be published. As you are already aware, arrangements are being made to supply you with printed copies of this despatch and of Mr. Luke's despatch to which it is a reply.

13. Subject to the comments on the points of detail offered in the memorandum enclosed and to consideration of the suggestions put forward in this despatch, I approve the draft Estimates for 1929.

14. In conclusion, I would repeat that, though I agree generally with the note of optimism sounded in Mr. Luke's despatch, I consider that the financial position of the Palestine Government is still such as to demand that they should be prepared to follow a policy of retrenchment should the present hope of an improvement unfortunately not be fulfilled. It must be realised—and this fact is not sufficiently appreciated in many quarters—that in the course of a few years Palestine has passed from

being a country garrisoned at the expense of His Majesty's Government in Great Britain and in receipt of substantial grants from that Government to a point at which it balances its budget (which now includes provision for a not inconsiderable Public Debt), and makes a contribution towards the cost of those Imperial Forces which undertake the common defence of Palestine and Trans-Jordan. A change of this character must necessarily place a considerable financial strain on the resources of the country and, aggravated as it has been by the earthquake, unfavourable climatic conditions, and a prolonged period of economic stringency, may impose, for some years to come, a check on that policy of development which it has been the constant aim of the Palestine Government to pursue.

I have, &c.,
L. S. AMERY.

Enclosure in No. 2.

MEMORANDUM ON THE DRAFT ESTIMATES FOR 1929 SUBMITTED WITH MR. LUKE'S DESPATCH No. 1037 OF THE 18TH OF OCTOBER, 1928.*

REVENUE.

Head I. Customs.

From the remarks under this Head in the memorandum enclosed in Mr. Luke's despatch it would appear that an increase in Customs revenue is anticipated in view of the proposed construction of works at Haifa Harbour. It is not, however, clear on what grounds this expectation is based as, in accordance with present arrangements, the plant and material required will be imported free of duty.

It may be necessary to revise the estimate of revenue from import duty in view of the alterations in Customs Duties which have recently been approved.

Head III. Licences, Taxes, &c.

Item 5. In view of the new scale of fees for motor licences, &c., the estimate under this Item may prove to be too low.

Head IV. Fees of Court or Office. Receipts for Specific services and Re-imbursements.

Item 18. It is noted that while the revenue from the Stud Farm is put at £500, provision of £6,000 has been made for expenditure on the Stock Breeding Service. Attention is drawn to the comments made in the correspondence on the Estimates for 1927 and 1928 in regard to revenue from and expenditure on the Stud Farm. In the memorandum enclosed with Lord Plumer's despatch of the 21st of June† it was stated that the question of charging fees for Stud Farm Services was under consideration. Information is requested as to the conclusion reached in regard to this question.

Head V. Posts and Telegraphs.

Item 5. The estimate of revenue from this source will doubtless be increased in view of the proposal, which has now been approved, to increase the rates of postage from Palestine to Great Britain and Northern Ireland.

Head VIII Interest.

Item 2. The revenue under this Item is, it seems, likely substantially to exceed the estimate.

Head IX. Miscellaneous.

Item 1. From the information given in the Report of the Palestine Currency Board for the period ended 31st March, 1928, it appears to be unlikely that any revenue will be received under this Item in 1929. It is accordingly suggested that the Item should be deleted in the revised Estimates. It is understood that a copy of the Palestine Currency Board's Report has been sent direct to the High Commissioner.

* No. 1. † No. 4 in Middle East No. 18.

EXPENDITURE.

Head IV. Secretariat.

Attention is invited to the recommendation of the Economy Committee that the Stores Section of the Secretariat should be absorbed into the Secretariat proper.

Head X. Customs, Excise and Trade.

It is requested that further information may be given in regard to the necessity for the additional staff for which provision is made under this Head. In this connection, reference is invited to the request made in connection with the draft Estimates for the current year for a return showing:—

(1) The cost of the collection of Customs revenue; and
(2) The revenue collected during the past few years together with similar (estimated) figure for 1928.

This return, however, has not been furnished, and it is requested that such a return, giving the actual revenue for the past few years and the estimated figures for 1929, may now be furnished. The proposal to create new posts of Surveyors at Jaffa and Haifa will be considered on receipt of this statement.

Attention is invited to the recommendation of the Economy Committee that the Internal Customs Houses at Jerusalem and Nablus should be abolished. The Committee stated in their Report that the Director of Customs, Excise and Trade agreed with their view that there was no justification for the existence of these two posts, and that their abolition, so far from prejudicing the work of the Department or public convenience, would actually increase its efficiency. In the circumstances it is hoped that it will be possible to give effect to this recommendation. It is suggested that it might be possible to provide the additional staff required in 1929 from the staff now employed at Jerusalem and Nablus.

Head XI. Department of Health.

Item 36. In Lord Plumer's despatch No. 567 of the 7th of June,* he stated that in view of the overriding need for economy he proposed to leave Miss Spackman's post vacant for the time being. This post has not yet been filled, and information is requested as to whether it is intended to fill it during 1929. If not, only one post should be provided for under this Item. If, however, it is decided to fill the post provision of about £P.570 would appear to be sufficient.

Head XIII. Department of Agriculture and Forests.

Item 23. It has been decided to appoint Mr. Dawson Shepherd at the maximum salary of the Grade. Provision should be made accordingly.

Item 95. The salary for this post has been fixed on the scale of £P.750 by £P.25 to £P.950 plus Expatriation Allowance of £P.100. Provision should be made accordingly.

Head XV. Land Settlement, and Head XVI. Land Department.

Separate despatches are being addressed to the High Commissioner in regard to the provision made under these Heads.

Head XVIII. Police and Prisons.

Item 92. Provision is made for the creation of an additional seven Corporals in the British Police with a corresponding decrease in the number of Constables. The proportion of non-commissioned officers to rank and file is already high, but no objection will be taken to the proposed increase in the number of Corporals if the High Commissioner is satisfied that it is essential.

Item 104. Attention is drawn to the desirability of effecting a reduction in the amount now provided for under this Item, to which reference is being made in the reply to Mr. Luke's recent despatch on the subject of motor car allowances.

Item 179. Attention is drawn to the reference in the Secretary of State's despatch No. 1067† in regard to the recommendation of the Economy Committee for reducing the number of prisons.

* C. 57412/28 [No. 2]: not printed. † C. 57565/28 [No. 5]: not printed.

Attention is also drawn to the remarks in that despatch in regard to the expenditure on the Immigration and Travel Section and the revenue accruing to Government from the various activities of that Department.

Head XXI. Trans-Jordan Frontier Force.

This Head is the subject of separate correspondence.

Head XXII. Defence.

A further despatch will be addressed to the High Commissioner in regard to the amount provided under this Head.

Head XXIII. Posts and Telegraphs.

Item 136. It is assumed that the decrease in the amount provided under this Item is due to a corresponding decrease in the cost of maintenance.

Head XXIV. Public Works Department.

Item 24. The amount of this Item should be £P.600 (*vide* Mr. Luke's telegram No. 172 of the 6th November* and previous correspondence), and Item 25 should now disappear.

Item 26. It may be possible to charge the salary of this appointment to Loan Funds in accordance with the suggestion made when the question of creating the appointment was under consideration.

Head XXVII. Miscellaneous.

Item 25. It appears to be doubtful whether the Miscellaneous Head is the correct place for this charge. If the personnel employed on assessment work fall under the control of any single Department, the expenditure of an assessment (including details) should where possible, be included under the appropriate Head for that Department.

Provision should be made under this Head or under Head XIII for the Palestine contribution towards the cost of the Colonial Agricultural Advisory Council.

Head XXIX. Public Works Extraordinary.

Item 22. In paragraph 5 of Lord Plumer's despatch No. 621 of the 31st of June,† the total cost of the new Post Office at Jerusalem was estimated at £P.62,000. The amount provided for this service under this Item, however, is £P.90,000 and it is requested that when plans of the building are submitted, as promised in paragraph 4 of Mr Luke's despatch of the 5th of October,‡ an explanation may be given of the apparent increase in the Estimate of £P.28,000.

Item 20. It is requested that the remarks against this Item may be verified since it is understood that it was proposed to construct the building on land which is already Government property.

Item 25. Consideration of the amount provided for this Item is reserved, pending the receipt of the detailed proposals for the building, promised in paragraph 5 of Mr. Luke's despatch No. 937 of the 25th of September.§ No objection would be raised to a limited expenditure on any preliminary works necessary, to enable a detailed project to be submitted.

Item 34. This Item should be transferred to Head XXXI, Trans-Jordan Frontier Force Expenditure.

Item 45. Approval has now been given for the expenditure of a sum of £P.5,690 on the new Boys' School at Tiberias. The provision under this Item should be revised accordingly.

DRAFT RAILWAY ESTIMATES.

It is requested that all Items in the Railway Estimates should be numbered as in the case of the General Estimates irrespective of whether or not provision is made in the year to which the draft Estimate relates. It is also requested that the remarks inserted against Items involving changes in establishment may be so worded as to indicate clearly the actual change involved and that the necessary references may be

* C. 57476/28 [No. 12]: not printed.
† C. 57442/28 [No. 1]: not printed.
‡ C. 57442/28 [No 4]: not printed.
§ C. 57548/28 [No. 1]: not printed.

given in cases where provision is made elsewhere for the appointments. The explanation given in the General Estimates are almost invariably clear and explicit and it will be sufficient if similar explanations are given of staff changes in the Railway Estimates. 170

Abstract A. Maintenance and Renewals of Ways and Works.

Attention is drawn to the apparent printing errors in the remarks against Item 20 and against Items 59 to 62.

Abstract B. Maintenance and Renewal of Locomotives and Railway.

No comments.

Abstract C. Transportation Expenses.

Item 1. The title of the post referred to in this Item should read "Assistant General Manager and Superintendent of the Line."

Items 7 and 8. The post of "Divisional Superintendent" referred to in these Items and also in Items 5 and 6 of Abstract "A"—where the other moeity is charged—should, it appears, be styled "District Engineer."

It is desirable that where the cost of a post is shared between two Abstracts, the title of the post should be the same in both Abstracts.

Abstract D. General Charges.

It is noted that of the sums provided for under Item 70, £P.3,000 represents the amount of additional charges raised by the Postmaster-General for the maintenance of circuits and telephones used by the Railway, but that these charges have not yet been accepted. It is assumed that a similar sum has been included in the General Estimates under Head V, Revenue, Item 7.

C. 67093/29 [No. 1].

No. 3.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 29th January, 1929.)

[*Answered by No.* 4.]

(No. 57.)

SIR, Government Offices, Jerusalem, 17th January, 1929.

I HAVE the honour to refer to the comments under Head X, Customs, Excise and Trade, in the memorandum which accompanied your despatch No. 1067 of the 20th December last* on the Palestine Estimates for 1929. In these comments you ask for certain detailed information, pending the receipt of which you are deferring the approval of the proposal to create new posts of Surveyors at Jaffa and Haifa; and you suggest that it might be possible to provide the additional staff required by the Director of Customs in 1929 from the staff employed at the Internal Customs Houses at Jerusalem and Nablus, which, you think, might be abolished.

2. In compliance with your request, I attach a memorandum,† with covering letter, from the Director of Customs, in which Mr. Stead not only gives the information sought but puts forward a strong case, in my opinion, for the additional staff provided for in the draft Estimates, and gives (in the covering letter) arguments which indicate that it would be undesirable at present to close the Jerusalem Customs House, while the closing of the Nablus Customs House would only mean the saving of one Grade V clerk.

3. You will observe that the import dues collected in the year that has just closed amount to £P.895,770, which sum constitutes the high water mark hitherto reached by the Customs Administration under the British administration of Palestine. You will also observe that this sum is practically double the import dues collected for the year 1923-24. In view of the large collections of revenue now being made and of the importance of safeguarding in every way the collection of Customs revenue in the ensuing year, Mr. Stead has satisfied me that the junior staff applied for (viz., one Grade III and three Grade V Officers of Customs and Excise), are immediately

* No. 2.
† Not printed.

necessary; and I trust that the enclosures to this despatch will remove any doubts you may have regarding the necessity for the desired additions to the Senior Service.

I would therefore urge your favourable reconsideration of the proposals and would ask that, if possible, your approval may be conveyed to me by telegraph.

I have,&c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

Enclosure in No. 3.

CHIEF SECRETARY, 16th January, 1929.

Customs Estimates, 1929.

WITH reference to the Secretary of State's observations upon the Customs Estimates, 1929, I do not think that I can do better than to submit a memorandum which I prepared some months ago and which I have now brought up to date. This memorandum sets out the present position of the Department as regards the staff and its future requirements.

2. I would like to be allowed to point out that the classified staff of the Department consists at the present time of 159 Classified Officers or 9 less than those on the establishment in May, 1924, when I arrived in Palestine, while the import dues for the year 1928 amounted to the sum of £P.895,770, as compared with £P.466,150 for the year 1923-4.

3. One of the reasons for the large staff required at Jaffa is the bad conditions under which the work at that port has to be carried out. The Customs area is wide and irregular and although there are now some modern stores there are also about 30 small stores necessitating the employment of additional storekeepers, examiners and quay inspectors.

4. The closing of the Nablus Customs House would only mean the saving of one Grade V Officer, since on account of it being the centre for anti-contraband traffic and having three tobacco factories one Customs Officer would have to be retained there.

5. As regards Jerusalem, there is likely to be strong opposition from the Railways at any attempt to close the station. The matter requires careful consideration since, although the closing of Jerusalem is to be desired from a Departmental point of view, there are several other aspects which would have to be considered.

Jerusalem is the largest city in Palestine, with a population of about 90,000, and the Customs House deals with large consignments of foodstuffs such as flour, rice, coffee, sugar, and also coal, benzine and petroleum which come up direct by rail from Egypt. The merchants interested in importing these commodities would vigorously resist any attempt to close the station.

In any case even if it is decided to close the station it would probably not be desirable to bring the change into effect during the present year, and therefore the suggestion that the staff at that station might be used instead of increasing the estimates is not feasible for the present.

6. I would point out that the expenditure on Temporary Officers has been as follows:—

	£P.
1924-25	247
1925-26	649
1926-27	2,315
1927 (9 months)	1,505
1928	1,235

With the annual additions to the staff it has been possible to reduce the expenditure on Temporary Officers and only £P.500 has been provided for 1929.

7. The staff of the Department is extremely young, and close and constant supervision by senior officers is necessary and, therefore, I venture to hope that the Secretary of State will be pleased to approve of the appointment of two additional senior officers in addition to the other increases to the staff.

K. W. STEAD,
Director.

C. 67093/29 [No. 2].

No. 4.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 3.30 p.m., 5th February, 1929.)

TELEGRAM.

No. 18. 5TH FEBRUARY. Your despatch of 17th January, No. 57.* Customs Department estimates proposals approved.—AMERY.

C. 67093/29 [No. 3].

No. 5.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 18th February, 1929.)

[*Answered by No.* 6.]

(No. 143.)

SIR, Government Offices, Jerusalem, 8th February, 1929.

I HAVE the honour to acknowledge the receipt of your despatch No. 1067 of the 20th December† in which, subject to comments on certain points of detail contained in the memorandum accompanying that despatch, you approve the draft Estimates for 1929.

I am grateful for this prompt approval, which will greatly facilitate the activities of the several Departments of the Government.

2. I attach a memorandum which sets out in detail the adjustments that have been made, in the light of your criticisms, in the draft Estimates as originally submitted to you; and I also enclose 12 copies of the Estimates in their final form.

3. Mr. Luke, Mr. Davis and the other officers closely concerned in the preparation of the draft Estimates, among whom are, I am informed, Mr. Mills and Mr. Johnson, have noted with much gratification the expression of appreciation conveyed in paragraph 2 of your despatch under acknowledgment.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner
for Palestine.

Enclosure in No. 5.

MEMORANDUM ON THE REVISION OF THE ESTIMATES FOR 1929.

Revenue.

Head I. Customs.

IN the memorandum accompanying the draft Estimates it was stated that in view of the activities contemplated, including the construction of the Haifa Harbour, it is anticipated that the amount will be obtained, meaning thereby that Customs revenue would expand owing to the increase of money put in circulation. The Director of Customs estimated that the Customs revenue would in consequence of the revision of the tariff be reduced approximately by £P.6,000; but as the effect on the Customs revenue is to some extent problematical, it is not considered necessary to revise the estimate.

Head III. Licences, Taxes, &c.

Item 5. The estimate may, as suggested, prove to be too low; but it is not worth while making any alteration on this account.

Head IV. Fees of Court or Office, Receipts for Specific Services and Reimbursements.

Item 18. The net cost of this service should show a progressive reduction. While actual revenue in 1928 only amounted to £P.594, a considerable number of

* No. 3. † No. 2.

young, farm-bred animals and the entire stock of poultry raised for sale were carried forward. This action was necessitated by the existence of epidemic diseases and restrictions on movement and sale.

After one more season, when it has been possible to exhibit a first crop of foals and calves as yearlings it may be possible to charge a small service fee of, say, 500 mils for a stallion and 250 mils for a bull.

It is urged, however, that the policy on which the scheme was originally based was that of seeking an indirect return from a general improvement of the country's livestock, which has been adopted in Cyprus.

Head V. Posts and Telegraphs.

Item 5. It is unlikely, as far as can be foreseen, that any appreciable increase over the estimate will occur under this item on account of the increased postage rate to the United Kingdom.

Head VIII. Interest.

Item 2. The estimate has been increased by £P.10,000 to £P.54,000.

Head IX. Miscellaneous.

Item 1. In view of the improbability of any portion of the profit on the Palestine currency being made available in 1929, the amount of £P.10,000 inserted in the draft Estimates has been deleted.

Head XI. Railways.

The estimated excess of revenue over expenditure, namely £P.1,549, has been reduced to £P.808 in consequence of the necessity to provide £P.741 under Abstract E of the Railway Estimates for its share of the cost of management of the Palestine Loan payable to the Bank of England at the rate of £300 per million.

Head XII. Grant-in-Aid.

It has been necessary to increase the estimated revenue under this head from £P.24,012 to £P.24,218 in consequence of the revision of the expenditure Estimates, as under:—

Head XXI. Trans-Jordan Frontier Force.

		£P.
Item 22.	1 Warrant Officer	310
Item 23.	Expatriation Allowance	50
		360

Head XXXI. Trans-Jordan Frontier Force Extraordinary.

Item 7.	Water Supply at Ma'an	900
		1,260

Less:

Head XXI. Trans-Jordan Frontier Force.

Item 26.	Medical Sergeant £P.268—240	28
	One-sixth of £P.1,232 = £206	

It is unlikely that, in view of normal savings, the final expenditure on the Force will necessitate a grant-in-aid in excess of the approved provision of £P.24,000.

Expenditure.

Head II. Public Debt and Loan Charges.

Item 3. Provision has been inserted under this item for the share of the Bank of England's management charges of £300 per million pounds in respect of the Palestine Loan.

Head IV. Secretariat.

A despatch in regard to the Secretariat Stores Section is being addressed to the Secretary of State.

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Head X. Customs, Excise and Trade.

See High Commissioner's despatch No. 57 of the 17th January, 1929.*

Head XI. Department of Health.

See High Commissioner's despatch No. 89 of the 24th January, 1929.†

XV. Land Settlement.

Reference Secretary of State's despatch No. 1021 of the 6th December, 1928.‡

Item 3. One Office Assistant at £P.450 per annum. The Commissioner of Lands originally provided in his estimates for a personal assistant in Class 2, £P.550—25—750, in order to secure the services of an officer with University training. It was, however, thought that an officer of the type required, but at a lower rate of pay than the minimum of Class 2, would probably be prepared to come out from England and £P.450 was suggested as the consolidated salary which might attract such an officer.

It is, however, agreed that the salary attached to this post should be on one of the approved grades. The post has, therefore, been graded in Class 3 and the Commissioner of Lands will endeavour to obtain a suitable candidate locally at the minimum of the Class.

Since the post is a temporary one, it will be less expensive to grade it in Class 3 than in the Special Grade.

Item 7. The necessary corrections respecting Mr Bennett's post have been made.

Item 12. *Proposed increase of six Senior Assistant Land Settlement Officers.*

In view of the special nature of the work and the necessity for obtaining officers whose capacities and characters have been tested, the Commissioner of Lands has been authorised to fill three of the six additional posts by promotion from within his Department.

As regards the remaining three, the Secretary of State's suggestion has been accepted and the Commissioner of Lands has been authorised to negotiate directly with the District Commissioners for the purpose of obtaining three suitable Administrative Officers. It is not likely to be an easy matter to obtain these three officers from the District Administration because the existing staff is fully occupied and the application of the Urban Property Tax Ordinance will create a great deal of additional work. Moreover the officers whom the Commissioner of Lands will wish to choose are likely to be those whom the District Commissioners may desire to retain.

The consequent corrections have been made in the Estimates under Head V, District Administration, Item 13.

Head XIII. Department of Agriculture and Forests.

Item 23. Provision for Mr. Dawson Shepherd's salary at the maximum, namely, £P.750, has been made.

Item 95. The rate of salary has been amended to £P.750—25—950 and provision increased to £P.750.

Item 140. See Colonial Office Circular of 4th January, 1929.§

Head XV. Land Settlement.

Item 19. Provision has been inserted for the emoluments of a Moslem Religious Court Judge at the rate of £P.240 per annum inclusive of allowances. See Secretary of State's despatch No. 1072 of 22nd December, 1928.‖

Head XVI. Lands Department.

The arrangements for re-organisation of this Department approved by the Secretary of State in his despatch of 13th December, 1928,¶ are reflected in the following changes now made in Items 13, 15 and 16:—

Increases.	*Decreases.*
Item 14, 2 Clerks, Grade III.	Item 13, 1 Clerk, Grade II.
Item 16, 2 Clerks, Grade IV.	

* No. 3. † C. 67131/29 [No. 1]: not printed. ‡ C. 57604/28 [No. 3]: not printed.
§ Not reprinted. ‖ C. 57604/28 [No. 5]: not printed. ¶ C. 57492/28 [No. 5]: not printed.

Head XVIII. Police and Prisons.

Item 92. Owing to the non-concentrated duties of the Force, experience has shown that it is necessary to have a larger proportion of non-commissioned officers to take charge of men away from their detachments or to undertake specific duties.

Item 104. The provision under this item has been reduced from £P.12,500 to £P.11,000.

Item 179. Consideration will be given to the recommendation of the Economy Committee for reducing the number of prisoners, and also to the remarks in the Secretary of State's despatch No. 1067* in regard to the expenditure on the Immigration and Travel Section and the revenue accruing to Government from the various activities of that Section.

Head XXI. Trans-Jordan Frontier Force.

Item 22. Provision has been made for 10 instead of 9 Warrant Officers. The information requested by the Secretary of State in Trans-Jordan despatch No. 134 of 27th December, 1928,† as to the personnel under Item 22 is being obtained from the Commandant of the Force.

Item 26. The provision has been reduced to £P.240 in view of the resignation of Mr. Pike.

Head XXIII. Posts and Telegraphs.

Item 136. The estimate of £P.3,400 is based on expenditure, as under:—

Items 83—91	...	...	£P.2,205
Items 126—135	...	...	1,125
			£P.3,330

together with an allowance for overhead charges.

Head XXIV. Public Works Department.

Item 24. The provision has been increased to £P.600.

Item 25. This item has been deleted.

Item 26 (revised No. 25). This Clerk of Works is engaged on works generally and it is not, therefore, practicable to charge his salary to Loan funds.

Head XXVII. Miscellaneous.

Item 25. The general re-assessment of urban properties is exceptional; and it is therefore preferable to retain the provision under this head.

Head XXIX. Public Works Extraordinary.

Item 20. As a site for the Survey Headquarters has not been definitely decided upon, the note that the amount inserted in the Estimates provides for the purchase of the site has been retained; and the provision will be reduced, if possible, in the event of the building being constructed on Government land.

Item 22. Noted.

Item 25. Noted.

Item 34. This item has been deleted and the provision of £P.900 transferred to Head XXXI, Trans-Jordan Frontier Force Extraordinary, Item 7.

Item 45 (revised No. 44). The provision has been increased by £P.2,100 to £P.5,690.

Railway Estimates.

The Railway Estimates have been revised by the General Manager, Railways.

Abstract A. Maintenance and Renewals of Ways and Works.

The printers' errors in the Estimates against Item 20 and Items 59 to 62 have been corrected.

* C. 57565/28 [No. 5]: not printed. † C. 59496/28 [No. 8]: not printed.

Abstract C. Transportation Expenses.

Item 1. The title of the post has been amended to "Assistant General Manager and Superintendent of the Line."

Items 7 *and* 8. The title under Abstract "C" has been altered to that of District Engineer (see Item 9).

Abstract D. General Charges.

A corresponding amount is included in the General Estimates under Head V, Revenue, Items 6 and 7.

C. 67093/29 [No. 5].

No. 6.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 7.]

(No. 230.)

SIR, Downing Street, 20th March, 1929.

I HAVE the honour to acknowledge the receipt of your despatch No. 143 of the 8th of February,* forwarding a memorandum setting out in detail the adjustments which have been made, in the light of the criticisms contained in my despatch No. 1067 of the 20th of December, 1928,† in the draft Estimates for 1929 as originally submitted to me together with copies of the Estimates in their final form, and to inform you that I approve the revised Estimates.

2. You will no doubt in due course inform me of your views on those points discussed in my despatch of the 20th of December, to which no reply has yet been returned

I have, &c.,
L. S. AMERY.

C. 67093/29 [No. 11].

No. 7.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 1st July, 1929.)

(Confidential "C.")

SIR, Government Offices, Jerusalem, 18th June, 1929.

I HAVE the honour to acknowledge the receipt of Mr. Amery's despatch No. 230 of the 20th March,‡ regarding certain points in his despatch No. 1067 of the 20th December last,§ to which no reply has yet been returned.

2. These points are contained in the fourth paragraph of Mr. Amery's despatch and refer to the possibility of carrying out certain recommendations of the Economy Committee for material reductions in the recurrent expenditure of the Palestine Government, with a view to guarding against the possibility that the hope of increased revenue may fail to materialize.

3. You are already aware that the surplus balance at the 31st December, 1928, estimated at £P.360,206, proved to be £P.589,530, although allowance must be made for the fact that the sum of £P.84,357 on account of the Jerusalem Water Supply was not written off within the year. Nevertheless, the financial position had materially improved by the end of the year. The financial position has still further improved as will be seen from the statement‖ of approximate revenue and expenditure for the first four months of the current year, apart from the commitments in respect of Extraordinary Works.

I should point out, however, that in regard to Customs receipts, owing to the increased imports of wheat and flour in consequence of the shortage of local harvests last year, it is estimated that the revenue was increased by £P.15,400 during the first quarter on that account and consequently to that extent the receipts were artificially

* No 5. † No. 2. ‡ No. 6. § No. 2. ‖ *See* C. 67097/29: not printed.

inflated, and in their total cannot properly be taken as a basis for calculation of revenue in the future.

4. I am of opinion, that in view of the improved financial circumstances of Palestine, there is no present necessity to carry out the recommendations of the Economy Committee which affect services, but the recommendations of the Committee will no doubt form a useful basis for the preparation of a programme for the reduction of recurrent expenditure should this necessity arise in the future.

5. In regard to the specific recommendations of the Committee, to which reference is made in your predecessor's despatch, I have the following observations to make.

6. In my Confidential despatch of the 9th February,* I pointed out the difficulty of reducing the prison population to any extent. I anticipate, however, that as a result of certain changes in the law for the imprisonment for debt about which I shall address you shortly, it will be possible to reduce gradually the number of short-term prisoners with corresponding economies in the expenditure on Prisons.

In this connexion I should draw your attention to my Confidential despatch of the 8th June,† in which I reported on the working of the Penal Labour Ordinance, 1927, during the year 1928.

7. With regard to the closing of the Internal Customs Houses, on the advice of the Railway Board, arrangements have been made to close down the Nablus Customs House, but I consider that it is undesirable to close that at Jerusalem at present.

8 The question of reducing the number of non-effectives in the Police is still under consideration and I shall address you in due course as to the possibility of such reductions.

9 With regard to the reduction of expenditure on stationery and printing, I have caused inquiries to be made into the present position and enclose herewith a report by the Principal Stores Officer on the subject.

I am advised by the Treasurer that it is doubtful whether any economies can be effected having regard to increased departmental demands. I consider, however, that definite reductions will be possible when Government have their own printing office.

10 With regard to the revision of the clerical establishment, it is unlikely that any economies will be effected when the proposals made in my Confidential "B" despatch of the 15th February,‡ and approved by your predecessor in his Confidential despatch of the 28th March,§ are carried into effect on or about the 18th of July this year

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine

Enclosure in No. 7.

CHIEF SECRETARY, 12th April, 1929.

I OFFER the following observations on the expenditure on stationery and printing and the remarks of the Economy Committee regarding control and the need for a reduction in expenditure.

The sums provided and expended on this service since the year 1921 are as follows:—

	Provided in Estimates.	*Expenditure.*
	£E.	£E.
1921-22	25,000	48,036.541
1922-23	17,000	17,548.753
1923-24	17,000	12,406.108
1924-25	12,500	11,700.063
1925-26	12,000	11,772.856
1926-27	13,000	14,838.893
	£P.	£P.
1927 (nine months)	12,308	12,152.378
1928	15,000	15,967.

* C. 67161/29 [No. 1]: not printed.
† C. 67341/29 [No. 1]: not printed.
‡ C. 67177/29 [No. 1]: not printed.
§ C. 67177/29 [No. 3]: not printed.

The considerable difference between the expenditure for the year 1921-22 and subsequent years is accounted for by the fact that the cost of large stocks of stationery acquired during the Military Administration and which had been previously treated as unallocated stores were debited to expenditure when the Central Stores system was abolished and Departments made responsible for their own stores.

These stores were very considerably in excess of the annual requirement and purchases in subsequent years were accordingly below the normal.

Stationery.—Since the large stocks taken over from O.E.T.A. became exhausted our indents have been carefully prepared with a view to avoiding the creation of excessive stocks. Every article of stationery or office equipment considered not to be essential has been eliminated from the list, and the standard of the quality of the articles purchased is kept as low as true economy will permit.

As regards issues to Departments, a very strict control is exercised by the Superintendent to prevent waste. Of all classes of stores, stationery is one in which great waste can occur if no proper control is exercised, and Departments in Palestine are by no means without blame in this respect.

The Superintendent has prepared a scale of issues based on the number of officers in each Department, and requisitions are scrutinized and reduced when the quantities demanded are in excess of the scale. That this system has its effect is proved by the remarks made to me by Heads of Departments regarding our parsimony in the issue of stationery.

In addition it is proposed that the Superintendent shall make periodical visits to Departments to check their stocks and recall any which are found to be excessive.

Paper.—The purchase of printing paper forms a large part of the expenditure under this Head

The method we have followed of purchasing paper locally is the cheapest. No stocks are held by Government as paper is not drawn from the contractor until it is actually required.

The paper is cut and issued by the contractor directly to the printers and no staff is therefore employed by Government in this connexion.

The consumption of paper is controlled entirely by the Superintendent, who decides the quality, quantity, and size of the paper to be issued for each job.

A very considerable economy has been introduced by the Superintendent by the utilization of cut-outs (scraps of paper trimmed when paper is cut to size), for small printing jobs These were originally treated as waste.

Printing.—The history of expenditure on printing is actually one of the greatest economies which has been effected in Palestine by means of the efficient and experienced technical control of the Superintendent.

The quantity and quality of the printing now executed has increased out of all proportion to the increase in expenditure and figures in support of this can be prepared if required.

As regards quality, a comparison of the style of work and the paper now used with the work which was produced before the Superintendent was appointed shows clearly the progress which has been made.

The amount of work put through increases annually. The Official Gazette is constantly increasing in size, new legislation is producing more and more printing and much extra work is made by the creation of new services such as Land Settlement.

Departmental Annual Reports are produced and technical pamphlets involving the making of half-tone blocks are printed.

In addition to the technical control exercised by the Superintendent a control of prices is made by the use of the tender system.

Since administration, legislation and the public services in Palestine are still in a state of progressive development, the printing services are bound to increase and I can see no prospect of any reduction in expenditure unless some of the work now done is cut out.

Rubber Stamps.—An economy in this respect has been introduced by a small outlay on plant worked by our own staff. The cost of making rubber stamps by this method has been reduced from £P.300 to £P.40 annually.

Personnel.—The Stationery and Printing Department staff has always been kept at an absolute minimum, and in comparison with the staffs employed in other Departments Stores a good example is shown. In addition to the work connected with printing and the receipt, storage, and issue of stationery, the distribution of Government publications is an increasing task.

In general I am of opinion that the closest control is being kept of expenditure on stationery and printing and no reductions are possible under the present system.

With the establishment of a Government Press an economy in printing charges may, however, be expected.

IVOR R. DE W. LASH,
Principal Stores Officer.

12th April, 1929.

C. 67093/29 [No. 12].

No. 8.

THE OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 19th August, 1929.)

(Confidential.)

MY LORD, Government Offices, Jerusalem, 7th August, 1929.

I HAVE the honour to refer to paragraph 8 of Sir John Chancellor's despatch Confidential C. of the 18th June,* on the subject of certain recommendations of the Economy Committee and to inform Your Lordship that I have considered whether it is possible to carry into effect the recommendations of the Economy Committee regarding reduction in the number of non-effectives in the Police which are as follows :—

> "Every possible effort should be made to reduce the number of non-effectives and to this end we recommend that the existing regulations sanctioning the use of permanent personal orderlies be cancelled and that the orders forbidding the use of police on domestic duties be strictly enforced."

2. In October, 1927, an order was issued by the Commandant of Police prohibiting the employment of orderlies on any form of domestic duty and I am satisfied that this order is being strictly obeyed.

3. At present the use of personal orderlies is confined by regulation to officers of and above the rank of Deputy Superintendent of Police: there are only fourteen officers in this category. Orderlies are required to maintain officers' uniforms and equipment and to accompany them on inspection. They are, however, liable for ordinary police duty and are required to carry out normal duty as circumstances demand. They are not permanent but are liable to be returned to normal duty either at the instance of the officers to whom they are attached or at their own request.

4. In the circumstances, I do not think it is either necessary or desirable to go beyond the present practice by abolishing altogether the employment of personal orderlies by certain officers; and I am satisfied that no real economy can be effected in that direction.

I have, &c.,
H. C. LUKE,
Officer Administering the Government.

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* No. 7.

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25 1928, Apr.-June Report by Sir Gilbert Clayton .. on his mission to the King of the ~~Hey~~ Hejaz and of Najd and its dependencies, for the purpose of negotiating a settlement of outstanding questions. 92 pp. 175

26. 1929, Aug. Freq. Information as to conditions of service & cost of living. 13 pp.

27 1929 Palestine. Estimates & finances: Correspondence. 42 pp.

28 1928 July, Aug. Report by Sir Gilbert

Printed for the use of the Colonial Office.

Middle East

No. 28.

CONFIDENTIAL.

Report by Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B., on the resumption of his Mission to the King of the Hejaz and of Najd and its Dependencies, for the purpose of negotiating a settlement of outstanding questions.

(July—August, 1928.)

(*In continuation of Middle East No. 25.*)

COLONIAL OFFICE,
January, 1929.

Printed for the use of the Colonial Office.

Middle East

No. 28.

CONFIDENTIAL.

Report by Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B., on the resumption of his Mission to the King of the Hejaz and of Najd and its Dependencies, for the purpose of negotiating a settlement of outstanding questions.

(July—August, 1928.)

(*In continuation of Middle East No. 25.*)

COLONIAL OFFICE,
January, 1929.

Report by Sir Gilbert Clayton, K.C.M.G., K.B.E., C.B., on the resumption of his Mission to the King of the Hejaz and of Najd and its Dependencies, for the purpose of negotiating a settlement of outstanding questions. (July—August, 1928.)

59106/28 (No. 75).

No. 1.

COLONIAL OFFICE TO SIR GILBERT CLAYTON, K.C.M.G., K.B.E., C.B.

[*Answered by No. 2.*]

Downing Street,
19th July, 1928.

Sir,

I am directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 10th of July* reporting on the progress and the results of your recent mission to Jeddah to negotiate a settlement of outstanding questions with His Majesty King Ibn Sa'ud. The circumstances which led to the suspension of your conversations with King Ibn Sa'ud last May as a result of a deadlock on the question of the advanced desert posts in 'Iraq have been considered by His Majesty's Government in consultation with the Government of 'Iraq It has been decided that the interrupted conversations should be resumed as soon as possible and that the conduct of the resumed negotiations should be entrusted to you, a duty which it is understood that you are prepared to undertake.

In communicating to you the instructions contained in this letter, in the sense of which the concurrence of the 'Iraq Government and, where necessary, that of the Government of Trans-Jordan has been obtained, I am to explain that these are intended for your general guidance only and that there is no desire on the part of His Majesty's Government to interfere with your discretion in regard to the precise form or manner in which the various decisions reached should be communicated to Ibn Sa'ud.

2. In regard to the major question at issue, namely, that of the advanced posts in 'Iraq, you should inform King Ibn Sa'ud that His Majesty's Government regret that they are unable to make any

* *See* page 3 of Middle East, No. 25.

concession of principle. Subject to their Treaty engagements, which in the considered opinion of His Majesty's Government have in no way been infringed in the present case, the 'Iraq Government have every right to make what arrangements they please for the administration of their tribes and of their desert areas and His Majesty's Government cannot accept any interference with this right, the maintenance of which they regard as essentially a British interest. You should, however, explain to King Ibn Sa'ud that the actual system of administration to be adopted for this purpose has not yet been determined and it is proposed immediately to consider a reorganisation of the present system.

The present intention of the 'Iraq Government is to retain three advanced posts only, apart from such posts as may be required for the protection of the trans-desert route and of a pipe-line, if and when constructed, and apart also from posts so remote from the frontier as clearly to be of no interest to King Ibn Sa'ud. Into these two categories would fall the existing posts at Rutba, Ain Wiza, and Muhaiwir, to none of which King Ibn Sa'ud is understood to take exception.

The advanced posts which the 'Iraq Government at present intend to retain will provisionally be located at Salman, Busaiyah, and Shabicha, although the 'Iraq Government must reserve liberty to vary these locations if this is considered desirable hereafter.

In the case of Shabicha it is not proposed at present, unless the situation on the frontier becomes threatening, to proceed with the erection of permanent structures.

3. You should inform King Ibn Sa'ud that you are authorised to communicate to him the assurance of His Majesty's Government and of the 'Iraq Government that these advanced posts are not designed for offensive purposes and that Nejdi tribes will suffer no interference with customary rights of watering, grazing, and peaceful movement at any of the points where advanced posts may be established. Those Governments realize that friendly co-operation with His Majesty is a necessary condition of the satisfactory administration of the tribal areas and the maintenance of peace in the desert, and to this end they would suggest for his serious consideration the appointment of frontier representatives on each side of the border who could confer together in the case of raids or other frontier incidents and could apprise each other, as also their own Governments, of any happening likely to disturb the tribes and thus the peace of the border. Furthermore, in order that His Majesty may be in a position to satisfy himself that any advanced posts maintained by the 'Iraq Government are not used for offensive purposes and that there is no interference with any Nejdi tribes in their legitimate pursuits, the 'Iraq Government would welcome periodical visits to the posts by his frontier representative. You should make it clear to His Majesty that the

'Iraq frontier representative would not necessarily be a British official. In regard to the question of the type of garrison contemplated for the advanced posts I am to enclose for your information and guidance copies of a telegram addressed to the High Commissioner for 'Iraq on the 16th of July, and of his reply.*

4. In the earlier paragraphs of your report you have recorded in some detail the views expressed by King Ibn Sa'ud as to the meaning and intention of the disputed words " in the vicinity of the border " used in Article 3 of the Uqair Protocol and you very rightly pointed out that, although His Majesty's interpretation of the words in question may find some support in the Arabic text of the Article, that interpretation is one which had never been contemplated and cannot be accepted by His Majesty's Government. Clearly the phrase stands in need of more precise definition and, in order to remove the present ambiguity and thus eliminate the possibility of further dispute by the adoption of an agreed definition, His Majesty's Government would suggest that the phrase should be accepted as meaning within 25 miles of the frontier. In proposing this definition to King Ibn Sa'ud you should make it clear that His Majesty's Government regard as excluded from the scope of Article 3 of the Uqair Protocol any posts which may be required in connection with the protection of the trans-desert route and pipe-line (if constructed), to which as an essentially British interest His Majesty is understood to have no objection in principle.

5. As regards the question raised in paragraph 12 of your report, namely, that of the intention and effect of Article 6 of the Bahra Agreement, I am to authorise you to inform King Ibn Sa'ud in writing that His Majesty's Government regard this Article as applying to British as well as 'Iraqi forces. You may also assure His Majesty that His Majesty's Government intend to observe the stipulations of this Article and that British forces will not cross the common frontier in pursuit of offenders. In the case, however, of an organised attack on a township or post—as opposed to a mere tribal raid—or in the event of a series of raids with which His Majesty proves himself unable or unwilling to deal, His Majesty's Government must reserve to themselves the right to take such action as they think fit. When communicating this assurance to King Ibn Sa'ud you should, as suggested in paragraph 20 of your report, take the opportunity of inviting King Ibn Sa'ud to explain the meaning which he attaches to the term " forces " in Article 6 when applied to the forces of Nejd. His Majesty's Government agree that it is advisable, in order to preclude the possibility either of genuine misunderstanding or of equivocation on his part in the future that an acceptable definition of what must be held to constitute the " forces " of Nejd should be obtained from King Ibn Sa'ud.

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* 59106/28 [No. 90]; not printed.

6. In your report you refer to the displeasure evinced by King Ibn Sa'ud on learning that British aeroplanes and armoured cars had crossed the Nejd frontier after he himself had expressed his willingness to meet a representative of His Majesty's Government, and (in paragraph 26) you suggest that when communicating to him the explanations of the incidents in question furnished by the High Commissioner for 'Iraq in his telegrams of the 23rd* and 26th of May† (copies of which are enclosed for convenience of reference), you should accompany them with a suitably worded expression of regret. As you are aware, one of the incidents of which King Ibn Sa'ud complained related to an operation undertaken with the object, which was successfully achieved, of preventing a raid by 'Iraqi tribesmen into Nejd territory. In regard to this incident, while His Majesty's Government recognise that it constituted a technical breach of the Bahra Agreement, they feel that the prevention of a raid at so critical a moment was of such advantage to both parties as to justify the exceptional action taken. The other incidents related to the crossing of the common frontier by aeroplanes and armoured cars engaged upon reconnaissance duties. As you are now aware, on those occasions no bombs were dropped in Nejd territory. In view of the circumstances existing at the time and of the justifiable uncertainty then felt as to the ability of King Ibn Sa'ud to re-establish effective control over his tribes, His Majesty's Government consider that any relaxation of precautions at that time would have been unjustified and inconsistent with their responsibility for the defence of 'Iraq. In these circumstances they consider that the local authorities were justified in continuing reconnaissance across the Nejd frontier until they were satisfied that the meeting between King Ibn Sa'ud and yourself would in fact take place and that His Majesty would be successful in preventing the serious raid which was then threatened and re-establishing some measure of effective control over his recalcitrant tribes.

His Majesty's Government therefore consider it desirable that the explanation conveyed to King Ibn Sa'ud in regard to these incidents should not take the form of an admission that the action in question was unjustified. Such an admission would, in the circumstances set out above, in their opinion be uncalled for, nor can it be overlooked in this connection that an explanation so worded as to admit of being regarded as an admission of error on the part of His Majesty's Government and the 'Iraq Government would be likely to encourage a demand on the part of King Ibn Sa'ud for the payment of damages. If therefore King Ibn Sa'ud raises the question again on your return to the Hejaz you should acquaint him with the true facts as reported in Sir H. Dobbs's telegrams of the 23rd* and 26th of May,† and should explain to him that in the absence of the definite assurance from His Majesty for which His Majesty's Government had asked in regard to the prevention of further raids and in view

* Printed on Page 81 of Middle East No. 25.

† 59129/28 [No. 8]; not printed.

of the disquieting and conflicting reports which reached 'Iraq at the time of the conference at Buraidah, the continuance of active reconnaissance as a precautionary measure was considered to be necessary. You may add that His Majesty's Government would not, in view of the terms of Article 6 of the Bahra Agreement, have sanctioned these measures but for the critical conditions which then obtained on the frontier. As already indicated in paragraph 5 of this letter, His Majesty's Government regard this Article as applying to British as well as to 'Iraqi forces, and intend to observe its stipulations. The reconnaissances were in fact suspended immediately reassuring information as to the situation was received, and His Majesty's Government much regret that the action taken should have proved a cause of embarrassment to King Ibn Sa'ud.

7. From paragraph 27 of your report it is observed that King Ibn Sa'ud proposes to prefer a claim to compensation in respect of losses suffered by Nejdi tribesmen in the course of the operations carried out by the Royal Air Force. His Majesty's Government cannot regard any such claim as admissible, and you should do your utmost to resist a claim of this nature if presented and to obtain full compensation for the 'Iraq Government both on account of the attack upon the post at Busaiyah and on account of subsequent raids upon 'Iraqi tribes. If, however, you are satisfied that there is no possibility of securing both compensation from King Ibn Sa'ud for the Busaiyah incident and at the same time the withdrawal of his claim in respect of bombing operations in Nejd territory and that insistence on this would have the effect of endangering a settlement, you are authorised in the last resort to acquiesce in an arrangement whereby the claim of the 'Iraq Government for compensation in respect of the attack on Busaiyah would be set off against King Ibn Sa'ud's claim for bombing operations and these two claims would then be allowed to cancel out, while the remaining and financially more important 'Iraq claims in respect of subsequent raids would be referred to the special tribunal contemplated in Article 2 of the Bahra Agreement.

8. In paragraphs 31 to 36 of your report you have recorded the results of your discussions with King Ibn Sa'ud and of subsequent conferences at Jerusalem on questions arising out of past raids across the Nejd—Trans-Jordan frontier. You are authorised to inform King Ibn Sa'ud, as is proposed in paragraph 34 of your report, that, although His Majesty's Government cannot admit a condition such as that proposed in Clause 5 of the draft terms of reference to the arbitrator who is to adjudicate upon past raids, they are prepared to give him an assurance to the effect that the arbitrator will be fully informed of his view that all past claims which were not officially registered at the time of the raid or soon after should be excluded from the purview of the arbitrator. You are also authorised to adopt the procedure proposed in your report (paragraph 34) for obtaining the agreement which will be a necessary preliminary to

the appointment of the arbitrator. You have been informed of the views of His Highness the Amir of Trans-Jordan in regard to the draft terms of reference to the arbitrator, and it is understood that you will bear them in mind when framing the notes which you propose to address to the Hejaz and Trans-Jordan Governments, setting out for their acceptance the conditions on which the arbitrator is to be appointed. As regards the proposal at the end of paragraph 36 of your report, you may assure King Ibn Sa'ud that the Trans-Jordan Government are taking prompt and adequate measures to deal with the situation created by recent raids carried out by Trans-Jordan tribes who are subject to him. The High Commissioner for Trans-Jordan has been requested to furnish you with full particulars of the action already taken by the Trans-Jordan Government in the matter. He has represented that it is important that King Ibn Sa'ud should take similar action in regard to the attack made by the Ruwala tribe on the Beni Sakhr tribe in February last. When communicating to His Majesty the proposed assurance on behalf of the Trans-Jordan Government you will no doubt obtain a similar undertaking from him and, if possible, a statement of the action already taken by him to deal with the situation created by the raid of February last.

9. Subject to an acceptable arrangement in the matter of the advanced posts, His Majesty's Government trust that you will do your utmost to secure a satisfactory conclusion to the negotiations for a *Bon Voisinage* Agreement and an Extradition Agreement between 'Iraq and Nejd which were in progress when your conversations with King Ibn Sa'ud were temporarily suspended. In the interval the 'Iraq Government will doubtless have had an opportunity of considering the report of their own representative at Jeddah on the questions raised in those negotiations and will now be in a position, where necessity exists, to put forward revised proposals.

You are authorised to inform King Ibn Sa'ud that His Majesty's Government view with favour the proposal for the conclusion of similar agreements between Trans-Jordan and Nejd and are prepared to advise the Trans-Jordan Government to enter into such agreements subject to the settlement in due course of satisfactory drafts.

10. In paragraphs 41 and 42 of your report you refer to the desire of King Ibn Sa'ud to appoint accredited Nejdi representatives in Baghdad and Jerusalem. This proposal has been communicated to the 'Iraq Government who have expressed their willingness, subject, of course, to an acceptable arrangement in the matter of the posts, to receive accredited representatives of King Ibn Sa'ud and to accord to His Majesty the formal recognition of his regime in the Hejaz which the reception of his representative would entail. They would moreover desire to reciprocate the arrangement by appointing an accredited 'Iraqi representative in the Hejaz. It is

not clear whether for the purposes of representation abroad King Ibn Sa'ud regards the Hejaz and Nejd as separate kingdoms or as one State, and consequently whether he would wish to appoint to 'Iraq and to receive from King Faisal two accredited representatives or one. If the question of representation is raised in your conversations you should ascertain the wishes of King Ibn Sa'ud in this matter and also in which of his towns he would wish the accredited representative or representatives of 'Iraq to reside, bearing in mind that the 'Iraq Government desire to be represented at Riyadh.

The similar proposal for the appointment of an accredited Nejdi representative at Jerusalem, whose credentials would cover both Palestine and Trans-Jordan has been communicated to the Governments of those territories who have expressed their willingness to accept such a representative and the Trans-Jordan Government, who have not hitherto done so, have agreed to accord to His Majesty formal recognition of his regime in the Hejaz provided that King Ibn Sa'ud for his part will recognise the independent government of Trans-Jordan under the rule of His Highness the Amir, which formally will come into being on the ratification of the Agreement* between His Britannic Majesty and His Highness the Amir, signed at Jerusalem on the 20th of February, 1928.

11. A separate letter will be addressed to you in regard to the arrangements for your return to the Hejaz and in regard to the composition of your mission.

I am, etc.,

J. E. SHUCKBURGH.

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* Cmd. 3069.

59176/28 (No. 2).

No. 2.

SIR GILBERT CLAYTON, K.C.M.G., K.B.E., C.B., TO COLONIAL OFFICE.

3rd September, 1928.

Sir,

In continuation of my report, dated the 10th July, 1928,* and with reference to your letter No. 59106/28, dated the 19th July, 1928,† I have the honour to submit a further report on my recent Mission to the King of the Hejaz and of Najd and its Dependencies.

2. I left London on the 20th July, 1928, with Mr. G. Antonius, C.B.E., and arrived at Port Sudan on the 29th July, having been joined at Port Said by the 'Iraq Government Delegation, consisting of Taufiq Bey Suwaidi, Minister of Education, and Major Bahauddin Nuri of the 'Iraq Army, accompanied by Ahmad Effendi Sarraf as Secretary. Mr. E. C. Harvey, of the Palestine Civil Service, also joined the Mission at Port Said as Confidential Clerk and Stenographer.

3. Leaving Port Sudan on the 29th July in H.M.S. *Clematis* (Commander F. Ratsey, R.N.), the Mission, together with the 'Iraq Delegation, arrived on the following day at Jeddah, where the usual official reception was accorded by the local authorities.

4. Ibn Sa'ud arrived in Jeddah from Taif, travelling by way of Mecca, on the 1st August, on which day the Mission and the 'Iraq Delegation were received separately in formal audience. At this audience, I handed to Ibn Sa'ud, with due ceremony, a personal letter from His Majesty the King, which he received with marked gratification and an expression of deep respect and regard. It was then arranged to re-open conversations on the following morning.

5. Accordingly, the first meeting was held at 8.15 a.m. on Thursday the 2nd August. Three meetings were held in quick succession; but on the following Saturday a sharp attack of fever incapacitated me and kept me in bed for four days. On the fifth day, namely, the 8th August, I was able to attend the fourth and last formal meeting with the King. A full record of the proceedings at those meetings and of an interview which Mr. Antonius had with the King during my illness will be found in Annexure I.‡ Concurrently with these meetings, a series of conferences was held by Mr. Antonius in committee with the King's advisers, of which an account is attached in Annexure II.§ The members of the 'Iraq Delegation were granted one audience by the King and held conferences with his advisers. I was kept fully informed by Taufiq Bey Suwaidi of the trend of these discussions but I have no written report from him.

* Printed at page 3 of Middle East No. 25. † No. 1.
‡ Page 18. § Page 32.

6. On the eve of the opening of formal negotiations, Mr. Antonius had a long conversation with the King's advisers, from which it was evident that Ibn Sa'ud had not receded from his attitude in regard to the interpretation of Article 3 of the Uqair Protocol and the cognate question of the advanced posts. I decided, therefore, that a decision must be reached on these two cardinal points before the 'Iraq Delegation entered into the discussions. I also came to the conclusion, bearing in mind that direct methods appealed to Ibn Sa'ud, that further discussion and negotiation would serve no useful purpose, and that the proper course was to lay the whole situation before him and to seek a decision of principle on the major point at issue.

7. I therefore informed Ibn Sa'ud, in the course of our first two meetings, of the decisions which His Majesty's Government had reached in regard to the interpretation of Article 3 of the Uqair Protocol and the question of the posts, emphasising particularly the close attention which the matter had received in the highest quarters, and the full consideration which had been given to his views and arguments which I had conveyed faithfully and in full to His Majesty's Government.

8. I then explained fully the policy of the 'Iraq Government, and the assurance which they were prepared to give, in regard to the advanced posts, and dealt in general terms with the various other questions which I was empowered to discuss and negotiate, pointing out that His Majesty's Government and the 'Iraq Government, though unable to give way on the main principle involved, were prepared to go to great lengths to meet the Hejaz and Najd Government in various other questions to which Ibn Sa'ud had always expressed himself as attaching great importance.

9. I concluded by urging the King to consider the situation as a whole, and to reflect deeply before deciding to maintain an attitude with which His Majesty's Government could never agree, and which would not only preclude a favourable settlement of such questions as extradition, *Bon Voisinage*, surrender of offending tribesmen and recognition of the Kingdom of the Hejaz and Najd by 'Iraq and Trans-Jordan, but might even endanger his relations with the British Empire.

10. Ibn Sa'ud replied to this recapitulation of the main features of the situation by a very calm and friendly, but quite unequivocal, statement to the effect that he had given to the whole question careful and mature reflection and was unable to reconsider his attitude. He was convinced that his interpretation of Article 3 was based on the spirit of the conversations at Uqair, in spite of anything Sir Percy Cox might now say, and he repeated that he would never have signed the Protocol or ratified the Muhammara

Convention if he had entertained any doubts on the matter. He deeply regretted to find that His Majesty's Government were now denying the principles on which, in his conviction, the Uqair Protocol had been based.

11. In any case, on the question of the advanced posts, he was now pledged to his people, who would never be content with mere assurances in a matter which they held to be one of life and death to them and in which he shared their views to the full. He was still inspired by unalterable feelings of friendship towards Great Britain and a determination to respect existing agreements; and he was convinced that a policy of co-operation with His Majesty's Government was in the best interests of his country; but in this particular question he was powerless to subscribe to the decision which His Majesty's Government had seen fit to take.

12. I am convinced that Ibn Sa'ud was sincere in this expression of his views. From whatever angle I approached the question, he would put forward arguments which were clear, firm, and unequivocal, and strictly consistent with his general attitude as he had defined it at the very outset of our negotiations. On one occasion, he confirmed his statements by one of the most solemn oaths which it is possible for a Moslem to take. I did not consider further argument either advisable or useful at the moment, so I begged the King to reflect once more before giving me his final decision and to accord me another interview on the following day.

13. At our third meeting I made a further effort to induce the King to modify his attitude in regard to the major point at issue, in order to make it possible at least to discuss the other questions with which, hitherto, I had only dealt in general terms. He remained quite unmoved, however, by any arguments or inducements, and I realised that further attempts to shake him would not only be undignified, but might result in introducing an element of irritation and petty dispute into discussions which had been conducted, hitherto, on a calm and entirely friendly plane.

14. I, therefore, informed the King that, to my deep regret, I saw no other course open to me than to terminate our conversations and to return to England. I added that I should report our failure to reach agreement to His Majesty's Government, who would confirm their decision officially through the proper channel. In the meantime, and until the decision of His Majesty's Government reached him in final form, I considered that the terms* of our suspension of conversations, agreed upon on the 24th of May last, should be held to bind all parties. Ibn Sa'ud signified his agreement to this arrangement, and I deem it vital that it be strictly observed by the 'Iraq Government and by His Majesty's Forces in 'Iraq.

* Printed at pages 66–68 of Middle East No. 25.

15. A sharp attack of fever incapacitated me for the next four days, during which Taufiq Bey Suwaidi had an interview with the King and discussions with his advisers. He was unable, however, to bring about any change in Ibn Sa'ud's attitude and I decided to fix the date of our departure for Thursday, the 9th August, requesting the presence at Jeddah of H.M.S. *Clematis* on that date.

16. During my indisposition the King paid me a personal visit for the purpose of asking after my health, and two days later Mr. Antonius had an interview with him in order to convey my thanks for his kindness and courtesy. During this visit Mr. Antonius had the opportunity of conversation on the questions under discussion and I also had another interview on the 8th August, the day before our departure.

17. On both these occasions the King, while maintaining his attitude unchanged, gave clear evidence of his sincere desire to avoid any break of his relations with His Majesty's Government, and gave us the very definite impression that he meant to do his utmost to keep his tribesmen under control and to maintain peace on the frontier. I am of opinion that, while he has been somewhat shaken by the, to him, unexpected attitude of His Majesty's Government in the matter of the Uqair Protocol and by their decision in respect of the advanced posts, his long-standing feelings of friendship towards Great Britain remain substantially unchanged, and that he will do his utmost to maintain friendly relations and observe the provisions of existing agreements.

18. He appears convinced that his obligations towards his people in Najd render it impossible for him to give way, and it is probable that he hopes, by holding out firmly, to make it clear that he has supported them, thus strengthening his influence to an extent which will enable him to keep them in hand and prevent any serious outbreak.

19. If this is a correct appreciation, there is justifiable hope that the situation may resolve itself in the course of time, provided no untoward incidents on the frontier inflame it afresh.

20. I recommend, therefore, that the policy to be adopted be one of scrupulous observance of existing agreements and that, above all, no violation of the Najd frontier be permitted, unless a situation of such gravity should arise as to render abnormal measures unavoidable and entirely justifiable. There will almost certainly be unrest, and possibly a recrudescence of raiding across the frontier in the coming autumn and winter; but the line between raiding and deliberate hostile attack should be kept clearly defined. Constant vigilance and a carefully thought out defensive organisation will be essential, but I submit that the measures taken should be such as cannot

be construed as violating the provisions of existing agreements; otherwise they will inevitably provoke the very danger which they are designed to meet, and may produce a situation which will commit the 'Iraq Government to indefinite embarrassment and expense.

21. To summarise the questions which I was instructed by the terms of your letter* under reference to discuss with Ibn Sa'ud :—

(*a*) The major issues of the interpretation of Article 3 of the Uqair Protocol and of the advanced posts have been dealt with above.

(*b*) The proposed Extradition and *Bon Voisinage* Agreements were not discussed in detail with the Hejaz and Najd Government, either by my Mission or by the 'Iraq Delegation, as our instructions laid down clearly that their negotiation and conclusion were conditional upon an acceptable settlement in regard to the question of the posts. I was not reluctant to drop these agreements for the present as, in view of the distrust and suspicion of the 'Iraq Government, which exists in the minds of the King's advisers and, indeed, of Ibn Sa'ud himself, I feel that they would serve no useful purpose at this stage, and would probably only be used as a means of supporting future complaints against the 'Iraq Government of violation of treaty engagements. They are better reserved until such time as an atmosphere of greater friendliness and mutual confidence may prevail.

(*c*) For the same reason the questions of recognition of the Hejaz and Najd Government by 'Iraq and Trans-Jordan, and of the exchange of representatives, were not carried beyond a general intimation to Ibn Sa'ud that they were susceptible of solutions favourable to him if a satisfactory settlement could be arrived at in regard to the posts. It was obviously undesirable to make for no return concessions which may be of use in the future.

(*d*) Ibn Sa'ud did not again allude to his vehement protest against the violation of the Najd frontier in late April last, at a time when friendly conversations had been agreed upon by all parties, though his advisers raised the question at one of their meetings with Mr. Antonius, who gave them a full explanation of the views of His Majesty's Government (*see* Annexure II).† I did not, therefore, deem it either necessary or expedient to raise the question with the King.

* No. 1.

† Page 32.

(*e*) I did not consider that any good purpose would be served, in the circumstances, by entering into what could only have been an acrimonious and unprofitable discussion on the subject of compensation. I therefore contented myself with informing the Hejaz and Najd Government that the 'Iraq Government must reserve their right to claim compensation for the destruction of life and property at Busaiyah, and would also, in due course, submit a claim (under the provisions of the Bahra Agreement) in respect of lives lost and property looted in the course of the raids subsequent to the attack on that post.

(*f*) It was also quite obvious that the time had not come in which it was possible to put forward the proposal for the appointment of Frontier Representatives with any prospect of securing its acceptance. An arrangement of this nature will require to be evolved gradually and is contingent upon a return to normal conditions on the frontier.

(*g*) The question of raids on the Najd—Trans-Jordan border was discussed by Mr. Antonius, on my behalf, with the King's advisers, who were fully informed of the measures taken by the Trans-Jordan Government for the punishment of the perpetrators and the restoration of loot. (*See* Annexure II*.) The Hejaz and Najd Government were also asked to furnish, on their side, similar information to the Trans-Jordan Government, which they promised to do on receipt of detailed information which they were expecting to receive in the immediate future.

(*h*) With regard to Article 6 of the Bahra Agreement, I informed the King at our first meeting of the interpretation placed upon that Article by His Majesty's Government. The matter was subsequently raised by the King's advisers in committee with Mr. Antonius, who informed them that His Majesty's Government, while fully prepared to give a formal assurance to the effect that Article 6 would be held to apply to Imperial forces in 'Iraq, were of opinion that it was also desirable that some clear definition of the term "forces" as applying to Najd should be simultaneously agreed upon. The King's advisers did not question the fairness of this proposal, but no further reference to this matter was made either by the King or by them.

* Page 32.

(*i*) The question relating to the proposed arbitration on past raids between Najd and Trans-Jordan was exhaustively discussed, first in committee between Mr. Antonius and the King's advisers, and subsequently with the King himself at my fourth and last meeting with him. Ibn Sa'ud admitted openly that his insistence on the retention of Clause 5 in the proposed terms of arbitration was dictated by his fear lest the large and (as he thinks) unjustified claims submitted by the Trans-Jordan Government to the Jericho Tribunal might mislead the arbitrator into an unfair verdict. I pointed out to him that there was every reasonable guarantee that that would not be the case, and I parted from him on the understanding that he would await the receipt of a formal proposal from His Majesty's Government. I attach the draft of a Note (*see* Annexure III*), which I suggest should be addressed in identical terms to the Najd and Trans-Jordan Governments, in which I have embodied all the conditions agreed upon by both Governments and inserted an assurance which, while it safeguards the right of the Trans-Jordan Government to a fair hearing, might overcome Ibn Sa'ud's objections, in that it ensures that his views on unregistered or belated claims will be fully brought to the notice of the arbitrator.

22. I seized the opportunity to discuss with Ibn Sa'ud the question of means of communication for official correspondence. The King stated that he realised that the delays which were occasioned were due in part to the absence of quick means of communication in Najd and in part to the frequency of his movements between the Hejaz and Najd. With a view to remedying this disability as far as possible, he had recently elaborated an organisation for the speedy transmission by motor car of messages from Jeddah to Riad. He wished, therefore, to request that in future all messages and communications from the mandated territories be sent to him through Jeddah, even during his periods of residence in Najd. He pointed out that, during his absences in Najd, his Foreign Affairs advisers and staff remained at Mecca or Jeddah; and he had taken the necessary measures to enable them to forward all communications to him by the quickest possible route.

23. During the course of my visit I took a suitable occasion to present to the King an astronomical telescope and a sporting rifle, on behalf of His Majesty's Government. He was evidently much pleased and interested in these presents, and asked me to convey his warm thanks to His Majesty's Government.

* Page 36.

24. At 10.30 a.m. on the 9th August, the Mission paid an official visit of farewell to the King. The interview was merely for the purpose of taking my leave. Ibn Sa'ud was most friendly and cordial, and once more assured me of his sincere desire for the maintenance of good relations and close co-operation with His Majesty's Government.

25. At the close of the interview Ibn Sa'ud handed me a personal letter for delivery to His Majesty the King.

26. The Mission embarked, with the usual ceremony, in H.M.S. *Clematis* at 11.30 a.m. on the 9th August and arrived at Port Sudan on the following day, sailing for England in the Bibby s.s. *Cheshire* on the 12th August and reaching London on the 21st August, 1928.

27. The 'Iraq Delegation and Mr. E. C. Harvey left Jeddah on the 10th August by Khedivial Mail Steamer *Taif* for Suez. I cannot close this report without recording my thanks to Taufiq Bey Suwaidi for his assistance and cordial co-operation. It is unfortunate that the 'Iraq Delegation were unable, in the circumstances, to achieve any definite results, but I feel that their mission was not entirely fruitless, and may pave the way to a greater measure of co-operation and sympathy between the two Governments in the future.

28. At my last formal meeting with him, the King made a statement concerning Mr. H. F. Stonehewer-Bird, His Britannic Majesty's Agent and Consul at Jeddah, to which I venture to draw your attention (*see* Annexure I,* proceedings of Fourth Meeting). The tribute paid to Mr. Stonehewer-Bird, coming as it does from a sovereign who is not lavish in his expressions of praise, seems to me to be one on which Mr. Stonehewer-Bird deserves to be warmly congratulated.

I have, etc.,

GILBERT CLAYTON.

* Page 29.

ANNEXURE I.

RECORD OF PROCEEDINGS.

First Meeting.

The first meeting was held at 8.15 a.m. on Thursday, the 2nd August, at the King's house and was attended by the King, with his three advisers (Shaikhs Hafez Wahba, Yusuf Yasin, Fuad Hamza) and by Mr. Antonius and myself.

2. I opened the conversation by informing the King that I had taken the opportunity of the suspension of our discussions to proceed to London and report to His Majesty's Government. On my arrival in London I had prepared an interim report explaining the situation fully and had submitted it to His Majesty's Government. This report had been carefully considered by the Government, who had then brought it before a Sub-Committee of the Cabinet, presided over by the Prime Minister, for examination and discussion. I had been called before the Sub-Committee personally, had given full verbal explanations and had been closely questioned by the responsible ministers. I was informing His Majesty of this in order to assure him that his views had been placed faithfully before His Majesty's Government and had received careful consideration in the highest quarters. Hence, the decision which His Majesty's Government had arrived at was based on all available information and was the result of mature deliberation.

3. I then suggested that it would perhaps be well for me to state briefly to His Majesty the main points of the decision which had been arrived at, in order that he might be able to consider the broader issues as a whole. We could proceed later to discussion of minor points and explanations of detail.

I reminded His Majesty that the main point at issue had been the differences of interpretation of the terms of Article 3 of the Uqair Protocol, in which was bound up the question of the advanced posts which had been set up by the 'Iraq Government and to which His Majesty objected. I regretted that I was unable to give him an answer which he would consider favourable on this point and, as I had envisaged in my previous conversations with him, His Majesty's Government were unable to accept his interpretation. They realised that the wording, both in English and Arabic, was not very precise, but neither they nor the 'Iraq Government had ever contemplated any such interpretation as that which His Majesty had placed upon it. They would not have accepted such an interpretation at the time and they could not do so now. The 'Iraq Government,

however, were now considering the whole question of administration and of the desert areas with a view to evolving an organisation which would be suitable to the prevailing conditions and acceptable to the people concerned. I was also able to give assurances to His Majesty which would, I hoped, convince him that no menace was intended either against his Government or his tribesmen. I suggested, however, that these matters should form the subject of later conversations.

4. I then passed to the question of the crossing of his frontiers by aeroplanes and armoured cars and the infringement of his sovereign rights which he maintained was involved by this action on the part of His Majesty's forces. In this connection, I said that I was able to assure His Majesty that His Majesty's Government intended to observe Article 6 of the Bahra Agreement and recognised that His Majesty's forces in 'Iraq were covered by its provisions. I pointed out, however, that should a grave situation arise as a result of a serious attack on a township or continuous raiding on 'Iraq tribes which His Majesty proved himself unable or unwilling to prevent or punish, then His Majesty's Government must reserve full liberty of action even at the expense of a technical breach of agreements.

5. With regard to the question of Extradition and *Bon Voisinage* Agreements between 'Iraq and Najd, and the handing over of tribesmen who might flee from one country to the other to avoid punishment, which had been very fully explored in discussion between His Majesty's advisers and Mr. Cornwallis, I emphasised that any final agreement in these matters must depend on a favourable solution of the main question of the posts. At the same time, in principle, His Majesty's Government were entirely in favour of the conclusion of satisfactory agreements on these questions. The 'Iraq Government, who were also well-disposed and ready to meet His Majesty, had now despatched Taufiq Bey Suwaidi, one of their Ministers of State, with full instructions and the necessary authority to conclude agreements should they be successfully negotiated. I pointed out that, if these agreements could be successfully negotiated and duly signed by accredited representatives, His Majesty would thereby secure recognition of his sovereignty by the 'Iraq Government. His Majesty's Government were also in favour of similar agreements being concluded between the Government of the Hejaz and Najd and the Trans-Jordan Government, who were also favourable in principle, provided suitable terms could be agreed upon, and that His Majesty was prepared to recognise the status of Trans-Jordan as recently defined by treaty with His Majesty's Government. In conclusion, His Majesty's Government had agreed in principle to the exchange of representatives between the Hejaz and Najd Government and 'Iraq and Trans-Jordan respectively, subject to agreement on the major point at issue and to arrangements acceptable to both parties being made.

6. I explained to His Majesty that the whole question should be viewed as one because everything really depended on a satisfactory solution of the main question of the posts, without which it would be useless to proceed to any discussion of the other matters. I had endeavoured to put quite briefly before him the main points, and I hoped that he would take his own time in considering them and would give me the honour of another interview at his convenience.

7. During the course of my interview I took occasion to tell His Majesty that I was permitted to give him a piece of information which had not yet been made public and which I must ask him to keep confidential for the present. It was that Sir Henry Dobbs was leaving 'Iraq shortly at the expiration of his period of office and that His Majesty's Government had decided to appoint me to succeed him. His Majesty's Government felt that it was due to His Majesty to give him early information of this decision, and I hoped that in view of the frankness and cordiality which he had always shown towards me, he would feel confident that his interests and those of his country would always be regarded by me with sympathy and a measure of understanding.

I took my leave at 10 a.m.

Second Meeting.

The second meeting was held at 3.30 p.m. on Thursday, the 2nd August, in the King's house and was attended by the King with his three advisers, and by Mr. Antonius and myself.

2. I asked the King whether he had any observations to make on the statement I had made at the first meeting; on his replying in the negative I proceeded to explain the practical aspects of the question of the posts as envisaged by His Majesty's Government. I informed him in the first place that His Majesty's Government, while insisting on the retention of the posts as a matter of principle, were anxious that there should remain no misconception in His Majesty's mind as to the character and the objects of the desert posts. I said that His Majesty's Government had authorised me to give him an explicit assurance that the posts were not intended, either at present or in the future, as a threat to Najd, or in any way to interfere with the lawful movements of tribes who were subject to His Majesty. I added that I had been authorised to give him that assurance in writing. I went on to inform His Majesty that the present intention of the 'Iraq Government was to confine themselves to the retention of the existing posts at Busaiyah and Salman and that, while reserving to themselves full liberty, in case of hostile action on the part of

Najd, to abstain from proceeding with the construction of a permanent post at Shabicha. I also stated that His Majesty's Government realised that the wording of Article 3 of the Protocol of Uqair was not sufficiently precise, both in the English and the Arabic texts, to preclude possible misunderstandings, and that they were of opinion that it was in the interests of all parties concerned that a more precise definition of its scope be laid down. The obvious and most satisfactory method of arriving at some such definition was that both sides should agree to express the phrase " in the vicinity of the frontier " in terms of a certain fixed mileage. His Majesty's Government proposed that the distance be fixed at a maximum of twenty-five miles on either side of the frontier, which would result in the establishment of an unfortified belt of a total breadth of fifty miles. I added that it was the considered opinion of His Majesty's Government that the establishment of such a belt would not only correspond to the intentions underlying the stipulations of Article 3, but would also provide a means of ensuring peace in so far as watering rights in the frontier zone were concerned.

3. I asked His Majesty to give careful consideration to my statement of the aims and policy of His Majesty's Government in this matter. Although it might appear to him that his representations on the subject had not secured their desired end, I would assure him that they had been fully reported to and carefully considered by His Majesty's Government, and that it was only after due examination of his representations and of his version of the proceedings at Uqair that His Majesty's Government had come to the final conclusion which I had just announced to him. Moreover, reference had been made recently to Sir Percy Cox, and I had that very day received a telegram to the effect that Sir Percy Cox's account of the genesis of Article 3 of the Protocol of Uqair was such as to confirm His Majesty's Government in their belief that their interpretation of Article 3 was the only one which was in accord with the spirit of the Agreement.

4. The King's reply was very calm but very firm. He began by expressing his regret at the statement which I had made to him, on the ground that the conclusions of His Majesty's Government were contrary to the pledge which had been given to him at Uqair. He declared that this was the first occasion on which he felt that he could legitimately say that the confidence which he had always placed in His Majesty's Government had been disappointed. His denunciation of what he evidently regarded as a breach of trust was unequivocal, but it was couched in such calm and measured terms that I saw no occasion for protesting, and I contented myself with an equally explicit refutation.

5. His Majesty went on to say that, even if there had been no pledge at Uqair, the policy adopted by the 'Iraq Government by building posts in the open desert was an unnecessary and an unwise

one. In his opinion, that was not the way, indeed it was a most dangerous way, of ensuring a quick and reliable intelligence system. The proper way would be for expert officers like Captain Glubb to move about among the tribes and find out what was happening by maintaining an alert watch. If more was needed in the way of secret intelligence, there were plenty of people in both countries who would make excellent spies at a moderate salary. Further, he wished to point out that my report of what Sir Percy Cox had said filled him with surprise. He remembered perfectly clearly that Sir Percy Cox had told him over and over again at Uqair that Article 3 would preclude him (Ibn Sa'ud) from building a post at places like Lina ; and the location of Lina was such as to make it scarcely accurate to describe it as being in the immediate vicinity of the frontier. He also remembered that in his discussions with Sir Percy Cox he had often asked him to define the nature of the neutral zone between 'Iraq and Najd, and it was clear from Sir Percy Cox's definition that the neutral zone was intended as an area which would remain in all respects common to both sides while the desert area on either side of the frontier would remain common to both sides only so far as concerned demilitarisation and freedom of tribal movements.

6. I replied to His Majesty by assuring him once again that all his arguments and representations had been very carefully considered, and that I regretted to inform him that His Majesty's Government, much as they desired to go as far as possible towards meeting his point, were unable to give way on a question which they regarded as a matter of vital principle. I could not admit that there had been any breach of trust and I stated again that His Majesty's Government in arriving at their conclusion were confident that they were carrying out the spirit as well as the letter of their engagements. I begged His Majesty to avoid coming to a hasty conclusion on this subject.

7. The King answered with characteristic bluntness that the matter was no longer one which called for reconsideration. He had given to this question all his time and his thoughts for the last eight months and more, and he was sufficiently aware of his rights and of the realities of the situation to express his conclusions without hesitation. He added with a restrained vehemence that there were only two courses open to him. One was to tell his people that he had failed and that there was no hope left of his securing what he considered to be their rights. The other was for him to clear out of his country bag and baggage and take refuge across the seas. He used an emphatic oath to assert that it was absolutely impossible for himself or his people to accept the conclusions that His Majesty's Government had arrived at. He felt that His Majesty's Government had placed themselves in the position of a party to this quarrel and that they were issuing a verdict in a dispute in which they

themselves were involved. His experience had taught him that it was almost impossible for one of the parties to a quarrel to sit in judgment over the merits of the dispute and issue a verdict which was absolutely impartial.

8. I said to His Majesty that I received his statements with regret, but that I had one request to make to him and that was that he should permit me to refuse to accept this as his final reply. I begged him to consider what the effect of renewed disturbances on the 'Iraq frontier would mean. Such disturbances would have, if need be, to be met with adequate defensive measures and there was no telling what the consequences of that might be. They would probably be deplorable from the point of view of both sides, but one thing was certain, namely, that if the dispute were to lead to war, and it became known that Najd had resorted to war in order to prevent 'Iraq from building police posts at 60 or 80 miles within their frontier, then the public opinion of the whole world would be behind 'Iraq. The right of a Government to decide what was right and proper within its own undisputed territory was a matter of principle on which there could not be two opinions. I wanted to beg His Majesty therefore to postpone his final reply and I asked him to consider the matter overnight and to let me have his reply only after mature consideration.

9. It was then agreed that the next interview would take place at 8 a.m. on the following day, and the meeting closed at 5 p.m.

Third Meeting.

The third meeting was held at 8 a.m on Friday, the 3rd August, at the King's house, and was attended by the King, with his three advisers, and by Mr. Antonius and myself.

2. I asked the King whether he was in a position to express a final opinion on my statements of the previous day or whether there were any points on which he wanted further information. His Majesty replied saying that the question at issue, namely, that of the posts was perfectly clear, and that the reply which he had given me at the previous meeting represented his considered opinion. He asked me to believe that it was not merely a tactical device, but that it was a frank statement of his views.

3. I replied that I had one question to ask of His Majesty. He had repeatedly and at great length spoken of the feeling which the erection of the posts had given rise to among his people, and of his interpretation of Article 3 of the Protocol of Uqair. But there was one point on which I wished to hear his views in detail and that was : What exactly were the concrete objections of his people to the

existence of the posts ? As far as I had gathered from His Majesty's statements, their objections amounted to a fear that the posts might be used as a menace against their country and an obstacle to their lawful movements. I had informed His Majesty on the previous day that I was prepared on behalf of His Majesty's Government to give him an assurance in writing to the effect that the posts were not intended and would not be used, in normal times, as a base for offensive action or for hampering the movements of tribes. And yet his Majesty was telling me that still his people could not consent to the retention of the posts. It seemed clear that they had other objections than those of fear, and I would request His Majesty to inform me what those were.

4. In his reply the King embarked on a long and detailed narrative. It was to the effect that the trouble had its origin in the old hostility of the Hashemites to him and his people. When King Faisal was set up on the throne of 'Iraq and the Amir Abdullah made ruler of Trans-Jordan, the people of Najd felt that these measures were designed to encircle their country with a chain of hostile Hashemite rulers, and they saddled the British Government with the designs and nefarious activities of the two brothers and their father. There were also, amongst other things, the notorious activities of the Press in the Hejaz and the mandated territories, which kept instilling the poison of fear and distrust into the minds of the people of Najd by giving currency to disturbing news about such things as chaining-in the people of Najd with a network of posts and railways. He had always done his utmost to allay their anxieties and keep them below boiling-point and had often exposed himself to the suspicion of being himself in connivance with the British and their agents. While his people were in that frame of mind and he was using all his energies to pacify them and keep them in order, news was suddenly received of the construction of a chain of posts in the open desert ; and alongside with the construction of those posts there was a recrudescence of rumours appearing in the Press and of threats expressed in official speeches. Then it was that the worst suspicions of his people were confirmed and their animosity aroused to a pitch which made it impossible for him while the posts remained in existence to continue with any success his work of pacification.

5. I said to His Majesty that his statement did not in reality answer my question. It was an explanation of the reasons which had aroused the suspicions and fears of his people rather than an explanation of the exact nature of their misapprehension. With regard to his statement on the rumours appearing in the Press I pointed out to him that there were in all countries certain evils which seemed inseparable from the existence of a free Press, and that it was hardly possible or politic for a Government to attempt at every turn to contradict every false rumour that appeared in print. I also told him that it was not only the Press in mandated

territories that gave currency to such rumours by way of a service to the Hashemite rulers, but that there were also journalists in all countries who reported the same kind of nonsense as had appeared in certain 'Iraq newspapers about the desire of the British Government to construct a railway from Basra across Jauf to Aqaba. Amongst those journalists, I might instance Mr. Philby, who was renowned not only for his friendly feelings to the kingdom of the Hejaz and Najd, but also for his unfriendliness towards the Hashemite family. And Mr. Philby, as His Majesty was aware, had himself spread that ridiculous rumour in the very territory of His Majesty.

6. The King said that he was aware of that and then proceeded to speak of what he called the unwillingness of his people to place their faith any longer in written assurances. He said that they had often turned to him in the last few months and spoken angrily about the policy of treaties and agreements. They had asked him to explain how it was that the agreements made at Bahra were constantly infringed by the rulers of 'Iraq and Trans-Jordan, how the Treaty of Jeddah, which had recognised their absolute independence, had been violated from time to time by aeroplanes and armoured cars, how the stipulation that the adjoining territories would never be used as a base for unlawful activities against their interests was frequently infringed, not only by individuals but also by official agents of the 'Iraq Government. " I find it impossible," added the King, " to go to my people at the present critical juncture and say to them that as a result of my negotiations with you I have obtained yet another written assurance." His people had certain very limited standards of judgment and reasoning, and to their elementary minds such a step would only appear in the light of a piece of trickery on his part. He concluded his statement with an emphatic protestation of his desire to retain the friendship of Great Britain, not out of love for Great Britain necessarily, but because he realised that it was imperatively in his interests to retain it.

7. I said to His Majesty that I failed to see, so long as he maintained that attitude, that any useful purpose could be served by a continuation of our conversation. I asked him to consider the question not only in its immediate aspects, but also with a view to his interests in the future. He had spoken at great length of the feeling of his people in the matter of the posts and said that the building of those posts had only served to confirm their suspicion and distrust. He was now asking that the posts be removed with a view to allaying the suspicions of his people. In my opinion, however, the removal of those posts in the present circumstances would still further confirm his people in their suspicions and distrust ; and it seemed to me far wiser to explain to them the true nature and object of those posts and to leave it to time to show that their suspicions and misapprehensions were really unfounded. I would

therefore suggest to His Majesty that he should consider that suggestion and examine it quietly and I thereupon took my leave without fixing an appointment for our next interview.

The meeting rose at 10.15 a.m.

On the 7th August, while Sir Gilbert Clayton was still in bed with fever, Mr. Antonius had an interview with the King, of which a record is submitted in the following minute.

Minute by Mr. Antonius.

My interview with the King took place at 4.45 p.m. on Tuesday, the 7th August, at the King's house. His Majesty was attended by Shaikh Hafez Wahba, Shaikh Yusuf Yasin and Shaikh Fuad Hamza.

2. I opened the conversation by informing His Majesty that I had been delegated by Sir Gilbert Clayton to thank him for his kindness in sending his physicians to attend him, and more particularly for his gracious visit to his bed of sickness. I had also been instructed to acquaint His Majesty with the fact that Sir Gilbert Clayton proposed, subject to His Majesty's concurrence, to fix the 9th August as the date of the departure of the Mission ; and to ask for a formal meeting with His Majesty on the afternoon of the 8th August.

3. The King replied that he had been much distressed at Sir Gilbert Clayton's illness, but that he was relieved to hear that he was progressing favourably. He would willingly hold a meeting on the afternoon of the following day as suggested, and he offered in view of Sir Gilbert Clayton's state of health to come to the Mission house for the meeting. With regard to the departure of the Mission. he could only regret that our stay this time was going to be so short.

4. I asked His Majesty whether he had made plans for his own departure and, if so, whether the date we had chosen fitted with his own plans.

5. The King replied that his departure was contingent upon ours. He intended to leave Jeddah on the day following our departure and proceed to Mecca. He would then return to Taif to meet the deputations from Najd, who had come to enquire about the outcome of the negotiations. His Majesty added that he could not tell how long he would remain at Taif, owing to the difficult task which confronted him. The Badu, he said, are a curious people. They are ignorant and obstinate, and when an idea becomes ingrained in

their minds it is impossible to dislodge it. The King concluded his statement with an expression of deep regret at the failure of our negotiations.

6. I said to His Majesty that the failure of the negotiations was a matter for regret to every one concerned, and I expressed the hope that he would not attribute our disagreement over the interpretation of Article 3 of the Protocol of Uqair to any lack of good will on the part of His Majesty's Government or of the 'Iraq Government. The fundamental question at issue was one of principle. The interpretation which His Majesty had put forward, if it were admitted, would entail the surrender of a principle of far-reaching import.

7. The King replied that he fully realised that, and added that at no time had it entered his mind that there was any lack of good will on the part of His Majesty's Government towards him. At the same time, he felt disappointed and puzzled. The conversations which he had had with Sir Percy Cox at Uqair had been exhaustive, and to his mind no doubt or misunderstanding as to their true meaning was possible. When trouble broke out in Najd, he had had no hesitation in revealing to his subjects the contents of the hitherto undisclosed Protocol of Uqair ; and it was precisely because of his belief in the justice of his interpretation that he had flourished Article 3 in their faces and asked them to leave matters to him. " My people have confidence in me for one thing, if for no other," added the King somewhat excitedly, " they know that I am a man of my word, they know that 'Abdul-'Aziz has never made a promise in vain ; and I have made a solemn promise to them that Article 3 meant that the posts would be demolished. How can I face them now ? "

8. I said to the King that I felt it would be presumptious of me to express an opinion on the best way open to him to deal with his own subjects ; but that, if he would allow me, I would ask him to tell me a little more of the reasons which caused the people of Najd to take such strong exception to the posts. We had been told that they objected to the posts, partly because they considered them as a menace against their security and partly on the grounds that they might be used to prevent or restrict their access to the water or their free movements in the pursuit of trade and grazing. Sir Gilbert Clayton had informed His Majesty that both the British and the 'Iraq Governments were prepared to give explicit assurances which would meet all those objections, and dispose of the extravagant rumours relating to the construction of a railway across Jauf. So much for the objections which had come to our knowledge. What I wanted to ask His Majesty to tell me was whether there were any other objections of which we had no knowledge. If there were, it might well be that some means might be found of meeting them, too. I spoke at some length in this sense, in an endeavour to get the King to realise the insufficiency of his arguments in so far as they rested on a basis of fears and apprehensions.

9. The King remained silent for a moment, and when he spoke made no answer to my question. He said that the tribesmen of Najd were, like all Badu, a simple and obstinate lot whose powers of comprehension were limited, and who were only capable of grasping straight issues. He then shook his head and said, as if in soliloquy: " Would that I had never mentioned Article 3 to them !", and the silence which ensued was only broken by a sigh of commiseration uttered by Shaikh Hafez Wahba.

10. I then said to His Majesty that since he had asked me my opinion I would venture to say that, if there remained no alternative but to agree to differ, the obvious duty of every one concerned would be to ensure that that difference should remain as far as possible a disagreement on paper and that it should not lead to feelings of hostility and still less to acts of hostility.

11. The King replied with an emphatic disclaimer of any intention to countenance acts of hostility. His anxiety was caused by the fact that the feeling against the posts was not confined to the tribesmen, but had spread among all classes of the population of Najd. He said that Faisal al-Dawish and his Mutair were really nothing. They might give trouble for a time, but sooner or later they would be muzzled. Unfortunately, there were others who counted for more than all the Mutair put together. " There are people," he added, " who are of us and who are always with us ; and it was those very people who, when news reached Riad of the aeroplanes and bombs, came to me and said they had withdrawn their allegiance. When I go back to Najd to announce the result of our negotiations, there will not be a single man, woman or child on my side."

12. I contented myself with an expression of hope that His Majesty might be completely successful in his task. I then said that Sir Gilbert Clayton had instructed me to bring and present the telescope and the sporting rifle of which he had spoken to His Majesty.

13. I thereupon went out to the terrace of the house with the King's advisers and gave Shaikh Yusuf Yasin a demonstration of how to mount and use the telescope. As soon as the instrument was mounted and set, the King came out and spent some time looking at distant objects through the telescope ; and he expressed his surprise and delight with its powers of magnification.

I took my leave at 6 p.m.

G A

Fourth Meeting.

The fourth meeting was held at 4.45 p.m. on Wednesday, the 8th August, at the King's house, and was attended by the King with two of his advisers, and by Mr. Antonius and myself.

2. I opened the conversation by expressing my thanks to the King for placing his physicians at my disposal and for his kind visit to me during my illness. After an exchange of amenities, which in the circumstances had to occupy some time, I proceeded to the discussion of official matters.

3. I said to the King that the object of my visit was to have an opportunity of reviewing the situation to which our conversations had brought us and to ensure that the terms on which I was taking my leave were clear to His Majesty and were receiving his assent. The terms were briefly as follows :—It had not been possible to arrive at a settlement of the dispute relating to the posts, in spite of the desire which was manifest on both sides to come to an amicable settlement. I was confident, and I had every reason to hope that His Majesty would concur, that that did not mean any interruption of the friendly relations which happily had so long existed between His Majesty's Government and the kingdom of the Hejaz and Najd. I was now proceeding direct to London to report to His Majesty's Government the result of our conversations and to ask them to send His Majesty a formal statement of their views as I had communicated them to him. Meanwhile, the conditions laid down in the Notes* exchanged on the 23rd and the 24th May last would be held by all parties to be still in force and to remain in force until the present negotiations were formally terminated by a communication from His Majesty's Government.

4. The King replied with an assurance to the effect that our difference of opinion on the question of the posts had not affected his own friendly dispositions towards Great Britain. He added that our failure to arrive at a settlement was placing him in a very difficult position, and would certainly furnish a fresh weapon to those of his people who accused him of placing too great a trust in treaties and agreements. He went on to say that, notwithstanding this failure, he was determined to continue his efforts towards pacification and to prevent as far as was in his power the outbreak of hostilities on the frontier. He concluded his statement with a declaration in somewhat vague terms from which it might be inferred that he did not despair of keeping the peace.

5. I replied with a statement that I felt confident that His Majesty would continue to do his utmost to preserve the peace, and I expressed the hope that his efforts would be crowned with success. I added

* Printed at pages 66–68 of Middle East No. 25.

that it was a matter of regret to me to think that there was scarcely any prospect of my paying another visit to His Majesty in the near future, but that on the other hand I looked forward to the time when on taking up my appointment in Baghdad, I should be in a position to co-operate with His Majesty as well as with the 'Iraq Government in the task of fostering peaceful and friendly relations between the two Arab States. I concluded with an expression of hope that His Majesty would continue, when I found myself in 'Iraq, to look upon me as a friend and honour me with his good will and confidence; and I would beg of him not to hesitate to communicate with me as often as he might desire so as to avoid the occurrence of misunderstandings and ensure real and effective co-operation.

6. The King replied with a show of appreciation of my statement and he echoed the hope I had expressed for friendly and peaceful co-operation in the future. He added that, if it were not for the intrigues of mischief-makers, he would have no anxiety whatever about the future.

7. I then broached the question of the proposed arbitration on past raids between Najd and Trans-Jordan. I said that I understood from Mr. Antonius' report* of his discussions with the King's advisers that His Majesty was still insisting on the retention of Clause 5 in the draft terms of arbitration. I had previously explained to His Majesty the reasons which made it difficult for His Majesty's Government to accept such a condition, and I wished to ask him to reconsider his decision on the understanding that his views on the subject of belated claims would be fully brought to the notice of the Arbitrator.

8. The King replied that his insistence on the retention of Clause 5 was dictated, not by obstinacy, but by his conviction that the claims which were sprung upon the Jericho Tribunal by the Trans-Jordan Government were not such as to deserve being taken into consideration; and that he was reluctant to bind himself to accept a verdict which ran the risk of being affected by such extravagant claims. He added that if arbitration on the conditions which he had put forward was not possible, then he would ask His Majesty's Government to take up the matter themselves, examine the claims and adjudicate upon them. He would sooner accept a verdict issued by His Majesty's Government after an impartial examination of the claims than bind himself to accept the verdict of a paid Arbitrator who, coming fresh to the problem, might be misled by the plausibility of some of the claims put forward by Trans-Jordan.

9. I replied that I fully understood His Majesty's attitude in the matter, and I realised that his principal concern was to ensure a just and fair adjudication. The point had not escaped the attention

* Annexure II, pages 32–35.

of His Majesty's Government and they would bear it specially in mind in drafting the formal proposal of arbitration. I wished therefore to ask His Majesty to await the receipt of the formal proposal which would in due course be addressed in identical terms to His Majesty and to the Trans-Jordan Government.

10. The King signified his assent. As I was preparing to take my leave he said that there were two matters to which he wished specially to draw my attention. The first was that, on the preceding evening, Mr. Philby had reported to him that he had heard of the appointment of Sir Gilbert Clayton to the post of High Commissioner for 'Iraq, and that he (Mr. Philby) was sending a telegram on the subject to the newspaper of which he was correspondent; but that he (Ibn Sa'ud) had instantly asked him to refrain from doing so. The King went on to say that Mr. Philby had had the information imparted to him in the course of conversation with the 'Iraq Delegation, and that he (the King) was somewhat perturbed lest I might have heard of the leakage and imagined that it came from the King or from his advisers. "Whenever we are told anything in confidence," added the King, "we keep it secret, at the point of the sword if need be; and the thought that you might suspect us of a breach of confidence is intolerable."

11. The second related to his dealings with the British Agency at Jeddah. The King said that he wished to seize the opportunity of my presence at Jeddah to express his particular appreciation of the way in which Mr. Stonehewer-Bird discharged his duties. He stated with an emphasis which bore the stamp of sincerity that both his advisers and himself had been impressed with Mr. Stonehewer-Bird's fair-mindedness, his tact and his scrupulous thoroughness. He added that he looked upon it as evidence of the good will of His Majesty's Government towards him that they should have selected Mr. Stonehewer-Bird as their representative in the Hejaz.

12. I replied that I was delighted to hear this statement, more especially as I knew that His Majesty was a good judge of men; and that I would make a point of communicating his opinion to His Majesty's Government who would be gratified to hear it. I then took my leave and the meeting rose at 5.45 p.m.

ANNEXURE II.

MEMORANDUM ON THE PROCEEDINGS OF THE SUB-COMMITTEE MEETINGS.

Six meetings were held between the 31st July and the 8th August with the King's principal advisers (Shaikh Hafez Wahba, Shaikh Yusuf Yasin, and Shaikh Fuad Hamza) and myself, at which the following questions relating to Trans-Jordan were discussed :—

(*a*) the measures taken by the Trans-Jordan Government to deal with recent raids ;

(*b*) the raid committed by the Ruwala in February, 1928 ;

(*c*) the proposed appointment of an arbitrator to adjudicate on claims in respect of past raids ;

(*d*) the proposed appointment of a Najd representative for Palestine and Trans-Jordan ;

(*e*) an article in " Umm al-Qura."

2. With regard to (*a*), the discussion consisted mainly of a detailed statement on my part, describing the measures taken by the Trans-Jordan Government to deal with the raids which had taken place in May last. I based my statement on the particulars contained in two letters, dated respectively the 4th and the 22nd July, from the British Resident, Amman, to the High Commissioner for Trans-Jordan, which were enclosed in Lord Plumer's despatch* of the 24th July to Sir Gilbert Clayton. I pointed out to the King's advisers that the measures taken by the Trans-Jordan Government compared very favourably, in point of promptness and thoroughness, with those taken by the Najd Government in connection with the Ruwala raid on the Bani Sakhr. And I expressed the hope that the measures taken by the Trans-Jordan Government were an adequate answer to the complaints lodged against them by the Najd Government on the score of inaction. The King's advisers showed unfeigned surprise at my recital of the measures taken in Trans-Jordan, of which they had hitherto had no knowledge, and they asked whether they might take a note of the particulars I had enumerated. I proceeded to dictate to Shaikh Fuad Hamza a summary of the information at my disposal.

3. With regard to (*b*), I began by asking the King's advisers for a statement of the measures taken by the Najd Government in respect of the Ruwala raid of February, 1928, on the Bani Sakhr. They

* 59106/28 [No. 104] ; not printed.

replied that while they were not in possession of the latest information, they knew that the return of the loot which had begun at Jauf in accordance with the strict orders of the King had been impeded by the fact that sections of Trans-Jordan tribesmen who had been called to Jauf to receive their looted property suddenly committed a raid in the Wadi Sirhan on their way to Jauf. This had complicated matters considerably, and had compelled the Amir of Hail to suspend the liquidation pending reference to the King.

4. I pressed the King's advisers to give me further particulars of this occurrence, with a statement of the names of the persons involved : but they declared that their information was still incomplete. I thereupon informed them that the Bani Sakhr claim in respect of the raid led by Farhan ibn Mashur amounted to a bill for 162 persons killed, 4,162 camels and 8,590 sheep stolen, besides a quantity of tents, arms and clothing ; and that the latest information at our disposal was that only some 200 camels had hitherto been returned. I found it necessary to speak with some insistence on this matter, pointing out to the King's advisers that the authorities of Najd, who were so fond of charging the Trans-Jordan Government with inaction or slackness in dealing with raids, had allowed six months to elapse without making good more than an insignificant fraction of the losses sustained by the tribes of Trans-Jordan. Whereupon they reminded me that the King had given an undertaking to settle the matter as promptly as possible and gave me an assurance that they were confident he would carry out his undertaking. I then asked them formally on behalf of Sir Gilbert Clayton to bring my representations to the knowledge of His Majesty.

5. With regard to (*c*), two meetings were almost entirely devoted to the discussion of this question. The point of disagreement was, as on the previous occasion, the contents of Clause 5 in the proposed terms of arbitration. After some discussion, in the course of which I informed them of our proposal to address identical notes to the two Governments and of the reasons therefor, the King's advisers adjourned to refer the matter to His Majesty. At a subsequent meeting they informed me that the King was prepared to consent to the modification of Clause 5, on condition that the claims submitted by the Trans-Jordan Government to the Jericho Tribunal would be specifically excluded from the arbitration. This suggestion was obviously unacceptable, and I endeavoured to show the King's advisers why it could not in fairness be adopted. But, while admitting the arguments, they declared that they were unable to drop the essential stipulation in Clause 5. It was clear that their instructions did not give them any latitude. I therefore concluded the discussion by informing them that I would report the results of our deliberations to Sir Gilbert Clayton who would then take the matter up with the King.

6. With regard to (*d*), I informed the King's advisers that His Majesty's Government and the Amir of Trans-Jordan were prepared in principle to agree to the appointment of a consular representative in Jerusalem accredited to Palestine and Trans-Jordan, but that the appointment would naturally be governed by the established conditions of international usage, such as formal recognition. The King's advisers stated that that would follow as a matter of course. I seized the opportunity of questioning them about the objects which the Hejaz-Najd Government had in view in proposing the appointment of a representative in Jerusalem. They stated that for some time past their subjects had experienced difficulties with regard to customs dues on trade passing through Palestine and Trans-Jordan in transit from Syria to Najd or the Hejaz and *vice versa ;* and other difficulties of a similar nature connected with passports and transit formalities. They added that the King had in mind the possible conclusion of a Customs Agreement with Trans-Jordan, and that the appointment of an accredited representative in Jerusalem was a prelude to the ultimate conclusion of such an Agreement.

7. With regard to (*e*), I should explain that, some time previously, the " Umm al-Qura," which is the official (and the only) newspaper in the Hejaz and Najd had published a report to the effect that the Trans-Jordan tribesmen who had set out to raid the Ruwala at Hazim in April last had been led by the Amir Shaker, the cousin of the Amir Abdullah. This report was a mischievous perversion of the truth. What had happened in point of fact was that, when news of the projected raid on the Ruwala reached the authorities in Trans-Jordan, the Amir Abdullah ordered his cousin to overtake the raiders and urge them to turn back ; this the Amir Shaker was successful in achieving, and the raid never took place.

8. A despatch from Jerusalem on the subject had been received by His Britannic Majesty's Agent and Consul in Jeddah, with a request that he should protest to the Hejaz-Najd Government about the report which had appeared in their official organ. This despatch was communicated to Sir Gilbert Clayton by Mr. Stonehewer-Bird, and it was agreed that the protest should take the form of a verbal observation and that I should communicate it formally to the King's advisers. I did so at my last meeting with them. As the occurrence in question had taken place before I had started on the Mission in April, I was able to speak to the King's advisers from personal knowledge. I said to them that Sir Gilbert Clayton did not wish to send up a formal protest in writing because he did not wish to attach undue importance to Press reports ; but that he thought it desirable at the same time that the King should be informed of the true facts of the case.

9. In addition to the questions relating to Trans-Jordan, some considerable time was spent in the discussion of questions relating to 'Iraq which formed the subject of Sir Gilbert Clayton's negotiations with the King. On the occasion of our first meeting, on Wednesday, the 1st August, the King's advisers asked me whether I was in a position to give them any information on the subject of the definition of Article 6 of the Bahra Agreement, and of the King's protest against the violation of the Najd frontier in the latter part of April. After reference to Sir Gilbert Clayton, I made a statement to the King's advisers on both those subjects, in the terms set forth in paragraphs 5 and 6 of Sir Gilbert Clayton's instructions.* With regard to the first, the King's advisers admitted that the reciprocity for which I asked in the matter of defining the word " forces " seemed to them to be fair and acceptable, but that they were unable to pronounce definitely on the matter without reference to the King. With regard to the second, they said that they would convey the substance of my statement to His Majesty who would then raise the matter with Sir Gilbert Clayton. (As it happened neither of those two questions was ever referred to afterwards, either by the King or by his advisers.)

10. The question of compensation for losses formed also the subject of discussion at one of our meetings. I informed the King's advisers that, in the opinion of His Majesty's Government, the attack on Busaiyah was to be regarded as distinct from the raids which followed it. One was an organised attack for the purpose of destruction ; the others were raids in the ordinary sense of the term. With regard to the first, the 'Iraq Government reserved their right to claim compensation for the lives lost and the property destroyed ; with regard to the second, the matter would be brought up in due course for liquidation before a special tribunal as provided in the Bahra Agreement. The King's advisers said that they would convey my statement to His Majesty.

G. A.

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* Pages 5 and 6.

ANNEXURE III.

DRAFT NOTE ON THE ARBITRATION OF RAIDS BETWEEN NAJD AND TRANS-JORDAN.

I have the honour to inform $\frac{\text{Your Majesty}}{\text{Your Excellency}}$ that, in consequence of the discussions which were recently held at Jeddah, it has been decided to proceed with the proposal of referring the outstanding claims on account of past raids between Najd and Trans-Jordan to arbitration.

2. I am authorised to inform $\frac{\text{Your Majesty}}{\text{Your Excellency}}$ on behalf of His Britannic Majesty's Government, that they are prepared forthwith to select and appoint a qualified British arbitrator, subject to the prior receipt of an assurance from the Government of the Hejaz and Najd and from the Government of Trans-Jordan to the effect that they will consider themselves bound by the final adjudication of the Arbitrator.

3. The conditions which will govern the appointment, remuneration, powers, and duties of the Arbitrator are as follows :—

(*a*) the Arbitrator shall be a neutral person, owing no subjection to the Governments of Najd, Trans-Jordan, Palestine, or 'Iraq, and holding no official position in any of those countries, and shall be a man of proper knowledge, experience, and honesty ;

(*b*) the date of the conclusion of the Hadda Agreement, namely, the 2nd November, 1925 (15th Rabi' Thani, 1344) is to be taken as the starting-point for the liquidation of losses. No account will be taken of raids committed prior to that date ; all raids which may have occurred between that date and the date of the present Note will be covered by the arbitration ;

(*c*) claims arising from raids, which may have come up for hearing before the Civil Courts, and in respect of which the said Courts may have already (*i.e.*, prior to the date of the present Note) issued a judgment, will be settled in accordance with such judgment ; while claims on which no judgment has been passed by a Civil Court will be referred to the Arbitrator to be dealt with in the same way as other outstanding claims ;

(*d*) it will be open to the Arbitrator to call any witnesses he may think necessary provided such witnesses are summoned through the Government to whom they may be subject ;

(*e*) the Arbitrator shall communicate his conclusions confidentially to the Government of the Hejaz and Najd and to the Government of Trans-Jordan before publication, and he shall fix a period during which those two Governments will be expected to submit their observations on his conclusions. On the expiration of the fixed period, even if either or both Governments fail to present their observations within the prescribed time, the Arbitrator shall proceed to draw up his final conclusions and publish them with the least possible delay in the form of a judgment which he shall communicate officially to the Governments ;

(*f*) the judgment of the Arbitrator will be final and binding on both the Government of the Hejaz and Najd and the Government of Trans-Jordan, and will not be liable to appeal ;

(*g*) the remuneration of the Arbitrator and the expenses to be incurred in connection with this arbitration shall be borne by the Government of the Hejaz and Najd and by the Government of Trans-Jordan in proportion to the incidence of the award against each.

4. In communicating the above instructions to the Arbitrator, His Majesty's Government will impress upon him the advisability, before he embarks on the detailed examination of any claim, of satisfying himself that that claim is supported by reasonable evidence and that it had been formally communicated to the Government concerned in reasonable time after the occurrence of the raid.

5. As soon as a reply is received from $\frac{\text{Your Majesty}}{\text{Your Excellency}}$ to the effect that the Government of $\frac{\text{the Hejaz and Najd}}{\text{Trans-Jordan}}$ are prepared to submit to arbitration on the conditions proposed above, and to abide by and give effect to the judgment of the Arbitrator, His Majesty's Government will forthwith proceed to select and appoint a suitable person to carry out the proposed arbitration.

I have, etc.,

His Britannic Majesty's
Commissioner and Plenipotentiary.

No. 3.

FOREIGN OFFICE TO THE ACTING BRITISH AGENT AND CONSUL, JEDDAH.

Foreign Office, S.W.1,
1st November, 1928.

(No. 215.)
(E.5184/3261/91.)

Sir,

I am directed by Lord Cushenden to inform you that Sir Gilbert Clayton has now reported to His Britannic Majesty's Government on his recent mission to the Hejaz. His Britannic Majesty's Government have learnt with regret that he has been unable to reach any agreement with King Ibn Sa'ud on the major question at issue, namely, that of the advanced police posts in the southern desert of 'Iraq. In consequence it was not possible further to discuss the various subsidiary questions in regard to which it was desired that he should negotiate arrangements with King Ibn Sa'ud.

2. You will recall that in September of last year King Ibn Sa'ud addressed to the High Commissioner for 'Iraq a protest against the establishment by the 'Iraq Government of certain advanced police posts. The post to which His Majesty took principal exception was one at Busaiyah, then in course of construction, which provided accommodation for some 15 police. The post was situated at a distance of 75 miles from the nearest point on the 'Iraq–Nejd frontier. In his letter His Majesty represented that the construction of this post was contrary to the provisions of Article 3 of the Uqair Protocol of the 2nd of December, 1922, which reads as follows:—

> " The two Governments mutually agree not to use the watering places and wells situated in the vicinity of the border for any military purpose, such as building forts on them, and not to concentrate troops in their vicinity."

Some three weeks later King Ibn Sa'ud followed up this letter with a further protest. At this point it should be explained that the construction of the Busaiyah post and similar police posts was undertaken by the 'Iraq Government originally in response to a previous complaint by King Ibn Sa'ud that the measures taken by the 'Iraq Government to put a stop to tribal raids into Nejd territory had proved ineffective. The 'Iraq Government hoped by the establishment of these advanced police posts to facilitate the administration of the tribal areas and to obtain early information which would enable them to deal more effectively with raids across the frontier from either side.

3. In the latter part of October the High Commissioner replied through His Majesty's Agent to King Ibn Sa'ud pointing out that there was no foundation for the charge that the establishment of the Busaiyah post was a contravention of the Uqair Protocol and sending photographs and details of the post to demonstrate that, quite apart from the fact that it could not be described as " in the vicinity of the border," its small size and limited garrison rendered any description of it as " a fort " misleading. On 5th November, while this correspondence was in progress, a party of Mutair attacked the Busaiyah post and slaughtered its occupants, including, in addition to the garrison of six police, an official of the Public Works Department, twelve coolies, and a woman. After this attack there followed in quick succession a number of serious raids by Mutair tribesmen upon 'Iraq tribes. Strongly worded protests were sent to King Ibn Sa'ud, but these produced unsatisfactory replies, which, while admitting that in carrying out these raids the leader of the Mutair, Shaikh Faisal al Dawish, had acted in defiance of His Majesty's instructions, represented that the fault really lay with the 'Iraq Government in constructing the police post, and that if the post were abandoned the raids would cease. It seemed clear that the Mutair tribe had temporarily thrown off King Ibn Sa'ud's authority and were no longer under his effective control; and this view was apparently substantiated by a warning which His Majesty conveyed to the Resident in the Persian Gulf to the effect that a large force of Akhwan were marching north contrary to his orders. In these circumstances, His Britannic Majesty's Government decided that there could no longer be any objection to the Royal Air Force in 'Iraq being authorised to pursue Akhwan raiders across the border in order to inflict, if possible, a lasting lesson upon them. This decision was communicated to King Ibn Sa'ud and was put into effect without delay.

4. In the meantime, these constant Akhwan raids had had the effect of seriously unsettling the 'Iraq tribe of Anizah, one of the most powerful tribal confederations in 'Iraq. Towards the end of December the High Commissioner reported that unless effective measures were taken to prevent further raids and to restore the confidence of this tribe, there was a serious danger that they would throw off their allegiance to 'Iraq. He explained that, owing to the immense stretch of frontier, and the great distance involved, it was almost impossible for British aircraft to catch the raiders red-handed and to inflict punishment upon them within 'Iraq territory. After full consideration His Britannic Majesty's Government decided to extend air action beyond the 'Iraq frontier in order to deny an area of grazing grounds to the Akhwan. Early in January and after the lapse of some two months since the initial incursion had taken place, during which further raids had occurred and King Ibn Sa'ud had apparently taken no effective measures to restrain his recalcitrant

subjects, the authority for the adoption of this measure was given and King Ibn Sa'ud was notified accordingly. Advance aircraft and armoured car bases were pushed forward to the vicinity of the frontier and notices were dropped warning tribes to move out of the area which was to be denied to the Akhwan. This action, coupled with constant air reconnaissances was sufficient to restore the confidence of the 'Iraqi tribes, and for some three weeks the raiding activities on the part of the Mutair were suspended. At the end of January, however, further raids occurred culminating in a raid upon 'Iraq and Koweit tribesmen by some two thousand of the Akhwan who penetrated to a depth of some sixty-five miles. The raiders were attacked by British aircraft and are understood to have suffered severe losses.

5. As you are aware, King Ibn Sa'ud had hitherto endeavoured to justify himself and his tribes by the contention that the 'Iraq Government had broken their treaty pledges and thus to excuse his failure to prevent the raids and to administer punishment. He now represented that the crossing of his frontier by British aeroplanes was a violation of his territory. These aeroplanes, he alleged, by bombing guilty and innocent alike had so outraged the feelings of his people that he had had to abandon measures which he had already set in motion for the control and punishment of the Mutair, his work of pacification had been destroyed and he could no longer control the feelings of his people. In regard to this allegation the High Commissioner for 'Iraq telegraphed* on the 19th of March in the following terms :—

> " It is important to emphasize and to keep on emphasizing that no human beings have been bombed other than those pursued hot-foot after the raids in Koweit territory of 27th January and at Jarishan in 'Iraq on 19th February. A few bombs were dropped in the neighbourhood of encampments in the zone of operations within Nejd territory during the period 18th January to 2nd February in order to frighten them into obeying the warnings already scattered. Only four or five camels were killed. No human beings were hit."

6. In response to the King's message, His Britannic Majesty's Government replied that in order to assist him to regain control and provided that His Majesty would give assurances that he would prevent further raids and would punish the offenders and exact full reparation, orders would be issued that no aircraft should cross the Nejd frontier except in hot pursuit of raiders. At the same time, His Britannic Majesty's Government repeated a suggestion previously made by them on several occasions that a meeting should be arranged between His Majesty and the British Resident in the Persian Gulf to discuss the questions in dispute. His Majesty did

* 59086/28 [No. 259] ; not printed.

not accept this invitation, nor did he give the assurances for which His Britannic Majesty's Government had asked, but merely reiterated his previous protests. Meanwhile, rumours became current that all the Akhwan were joining with the Mutair in a regular *jihad* (Holy War) against the non-Akhwan States of 'Iraq, Trans-Jordan and Koweit, and that King Ibn Sa'ud (himself powerless to prevent it) had been forced to associate himself with this movement. Later information, however, threw doubt upon these rumours, and indicated that King Ibn Sa'ud had dissociated himself from the movement. Subsequently, it became apparent that he had regained control.

7. Throughout his letters King Ibn Sa'ud maintained that the establishment of the Busaiyah post or any similar police posts was a contravention of the Uqair Protocol and he continued to press for its abolition as providing the only solution of the present trouble.

His Britannic Majesty's Government for their part were not prepared to admit that the 'Iraq Government in constructing such posts acted otherwise than in full accord with their treaty obligations ; nor were they prepared to agree to the demolition of such posts. It seemed to them, however, that a full and frank discussion of the question in dispute might go far to convince King Ibn Sa'ud that his protests against the establishment of the Busaiyah post were unjustified, and that in this matter the action of the 'Iraq Government had been entirely correct. To this end it was decided that Sir Gilbert Clayton should proceed to Jeddah to enter into personal discussion with King Ibn Sa'ud and to furnish him with such explanations and assurances as, it was hoped, would set at rest any genuine doubts which he might feel both as to the intentions of the 'Iraq Government in constructing such posts and as to the use to which it was proposed that they should be put.

8. The main point at issue now resolved itself into a difference of interpretation of the words " in the vicinity of the border " (Arabic : *ala atraf al hudud*) in Article 3 of the Uqair Protocol. It appeared that King Ibn Sa'ud had read into these words far more than they were intended to convey by His Britannic Majesty's Government. In his view the object of the Article was to prevent the erection of fortified posts at any of the wells situated in the open desert on either side of the frontier and at any distance from the frontier, and he contended that had not this been the intention he would have refused to ratify the Convention of Muhammara, to which the Protocol of Uqair was appended. Unfortunately, no detailed record of the conversations leading up to the signature of this Protocol exists. But Sir Percy Cox, the British Plenipotentiary, who represented the interests both of His Britannic Majesty's Government and the 'Iraq Government at the discussions, has categorically affirmed that, on his part at least, the words in dispute were not intended to bear

any strained or exceptional construction or to convey any meaning other than that which would ordinarily be assigned to them, namely, a short distance on either side of the frontier.

While, therefore, it seemed clear that these words would not admit of the interpretation placed upon them by King Ibn Sa'ud, events had shown that they were, in fact, open to misunderstanding. Consequently, it appeared to His Britannic Majesty's Government highly desirable in the interests of both parties that some means should be found of removing any element of ambiguity and eliminating the possibility of further dispute by the adoption of an accepted definition. Sir Gilbert Clayton was therefore authorised to suggest to King Ibn Sa'ud that they should be defined as meaning within some specified distance from the frontier and for this purpose a maximum distance of 25 miles was suggested as a basis for discussion. Alternatively, it was suggested that instead of a definition based upon distance from the frontier, certain wells on each side of the frontier should be specifically enumerated at which the construction of posts would be prohibited.

9. These suggestions were conveyed to King Ibn Sa'ud on the occasion of Sir Gilbert Clayton's first visit to Jeddah in May last. He was, however, as you will remember, unable to convince His Majesty that in constructing the advanced desert posts the 'Iraq Government had not contravened their treaty obligations; nor could any progress be made towards arriving at an agreed interpretation of the disputed words in Article 3 of the Protocol. The advent of the Pilgrimage season, which required the King's presence at Mecca for over a month, made it necessary to bring the conversations to a close in any case, and it was decided that Sir Gilbert Clayton should take this opportunity to return to England and report personally to His Britannic Majesty's Government.

10. On the receipt of Sir Gilbert Clayton's report, and on learning of the attitude taken up by King Ibn Sa'ud in the matter of the Uqair Protocol and the advanced posts, the whole question was re-examined by His Majesty's Government in consultation with the 'Iraq Government. After the fullest consideration, His Majesty's Government decided that in this matter they were unable to make any concession of principle. They held that, subject to existing treaty engagements which, in their considered opinion, were in no way infringed in the present case, the 'Iraq Government had every right to make what arrangements they deemed necessary for the administration of their tribes and of their desert areas, and that any attempt to interfere with this right must be resisted. Sir Gilbert Clayton was therefore instructed on his return to Jeddah to inform King Ibn Sa'ud accordingly, but at the same time to make it clear that the permanent system of administration to be adopted for this purpose had not yet been determined, and that it was proposed

immediately to consider a reorganisation of the present system. Sir Gilbert Clayton was also authorised to inform King Ibn Sa'ud that it was the present intention of the 'Iraq Government to retain three advanced posts only, apart from such posts as might be required for the protection of the trans-desert route and of a pipe-line, if and when constructed, and apart also from posts so remote from the frontier as clearly to be of no interest to His Majesty.

11. Sir Gilbert Clayton was, furthermore, instructed to repeat to King Ibn Sa'ud the assurance of His Britannic Majesty's Government and of the 'Iraq Government that these advanced posts were not designed for offensive purposes and that Nejdi tribes would suffer no interference with customary rights of watering, grazing, and peaceful movement at any of the points where advanced posts might be established. He was to add that the two Governments realised that friendly co-operation with His Majesty was a necessary condition of the satisfactory administration of the tribal areas and the maintenance of peace in the desert, and that to this end they again suggested, for his serious consideration, the appointment of frontier representatives on each side of the border who could confer together in the case of raids or other frontier incidents and could apprise each other, as also their own Governments, of any occurrence likely to disturb the tribes and thus the peace of the border. He was further to state that in order that King Ibn Sa'ud might be in a position to satisfy himself that any advanced post maintained by the 'Iraq Government was not being used for offensive purposes, and that there was no interference with any Nejdi tribes in their legitimate pursuits, the 'Iraq Government would welcome periodical visits to these posts by his frontier representative. Sir Gilbert Clayton was also instructed to endeavour once more to persuade His Majesty to adopt the proposal put forward in May that the disputed words " in the vicinity of the border " used in Article 3 of the Uqair Protocol should be accepted as meaning within twenty-five miles of the frontier, except in the vicinity of the trans-desert route and contemplated pipeline, in which region, it was understood, His Majesty felt no objection in principle to the construction of protective posts. In addition, Sir Gilbert Clayton was authorised to inform His Majesty that, subject to a satisfactory agreement being reached in the matter of the advanced posts, the 'Iraq Government were prepared to conclude arrangements with King Ibn Sa'ud in regard to *bon voisinage*, extradition, the surrender of tribal offenders, the exchange of diplomatic representatives, etc., on the lines discussed with His Majesty's advisers on the occasion of Sir Gilbert Clayton's earlier mission, and in terms which were understood to be acceptable to His Majesty.

12. During the conversations of May King Ibn Sa'ud had enquired whether His Majesty's Government regarded the provisions of

Article 6 of the Bahra Agreement, which stipulates that—

> " the forces of 'Iraq and Nejd may not cross the common frontier in pursuit of offenders except with the consent of both Governments,"

as applying to British as well as 'Iraqi forces. Sir Gilbert Clayton was instructed to assure His Majesty that His Britannic Majesty's Government fully intended to observe the stipulations of this Article, and that British forces would not cross the common frontier in pursuit of offenders. In the case, however, of an organised attack on a township or post—as opposed to a mere tribal raid—or in the event of a series of raids with which His Majesty had proved himself unable or unwilling to deal, His Britannic Majesty's Government must reserve to themselves the right to take such action as they thought fit. Sir Gilbert Clayton was directed, when communicating this assurance to King Ibn Sa'ud, to invite His Majesty to explain the meaning which he himself attached to the term " forces " in Article 6 when applied to the forces of Nejd. It was felt desirable that, in order to avoid the possibility either of genuine misunderstanding or of equivocation, an acceptable definition of what must be held to constitute the " forces " of Nejd should be obtained from King Ibn Sa'ud, since it was understood that for military operations he had hitherto relied almost exclusively upon tribal elements of the nature of those which had recently carried out a number of raids against 'Iraq.

13. As you know, Sir Gilbert Clayton returned to Jeddah to conclude his interrupted conversations with King Ibn Sa'ud at the end of July, and he at once communicated to His Majesty the decision of His Britannic Majesty's Government in the matter of the advanced posts and the various assurances and explanations set out in the preceding paragraphs of this despatch. In doing so he emphasized the close attention which the matter had received, and the full consideration which had been given to His Majesty's views and arguments, and explained that, although unable to give way on the main principle involved, His Britannic Majesty's Government and the 'Iraq Government were prepared to go to great lengths to meet the Government of the Hejaz and Nejd in various other questions to which His Majesty had always expressed himself as attaching high importance. For example, the 'Iraq Government had expressed their willingness to waive their objections to the extradition of political offenders—a point which the Hejaz and Nejd Government had pressed for some time past. King Ibn Sa'ud replied that after having given the matter careful and mature reflection, he was unable to reconsider his attitude in regard to the advanced posts. He represented that on this question he was now pledged to his people, who would never be content with mere assurances in a matter which they held to be vital, and in which he personally shared their views to the full. Although still inspired by unalterable feelings of

friendship towards Great Britain, and convinced that a policy of co-operation and amity with His Britannic Majesty's Government was in the best interests of his country, the question of the posts was one in which he was powerless to subscribe to the decision which His Majesty's Government had seen fit to make.

Subsequent conversations failed to move King Ibn Sa'ud from this attitude; although his demeanour throughout the resumed conversations was markedly friendly and even conciliatory, on the main point of principle he was entirely immovable. Consequently, as further argument would have been both useless and undignified, Sir Gilbert Clayton had no alternative but to inform the King that in the circumstances there was no course open to him but to terminate the conversations, return to England and report the failure to reach an agreement to His Britannic Majesty's Government.

14. It now remains only for His Britannic Majesty's Government to confirm through the official channel their decision in the matter of the Uqair Protocol and the advanced desert posts. You should accordingly communicate to King Ibn Sa'ud the note of which the English text, with Arabic translation,* is enclosed herein.

I am, etc.,

MONTEAGLE.

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* Not printed.

ENCLOSURE IN NO. 3.

Draft of Proposed Note to King Ibn Sa'ud.

November, 1928.

Your Majesty,

I have the honour to inform Your Majesty that I have been instructed by the Secretary of State for Foreign Affairs, on behalf of His Britannic Majesty's Government, to address the following communication to Your Majesty.

2. His Britannic Majesty's Government, while fully appreciating the friendly spirit in which the recent conversations between Your Majesty and Sir Gilbert Clayton were held, have learnt with deep regret that these conversations have not resulted in any agreement on the major question at issue, namely, the interpretation of Article 3 of the First Protocol of Uqair.

3. His Britannic Majesty's Government have given the most careful and sympathetic consideration to the views and arguments put forward by Your Majesty, and they are particularly anxious to do everything in their power to assist Your Majesty in Your manifest efforts to maintain peaceful conditions on the frontier. But on the other hand, they cannot but regard it as a matter of fixed principle that the Government of every country is entitled, in the absence of specific undertakings to the contrary, to carry out such measures of internal administration within its territory as it may from time to time think necessary. The interpretation which Your Majesty seeks to place upon Article 3 of the First Protocol of Uqair is one which, in the opinion of His Britannic Majesty's Government and the Government of 'Iraq, is not only inconsistent with the text of the Article, but would involve an unwarrantable departure, to the detriment of 'Iraq, from the above-mentioned principle. It is for these reasons that Your Majesty's interpretation is unacceptable.

4. In the conversations which he was privileged to have with Your Majesty, Sir Gilbert Clayton emphasised the pacific and friendly nature of the reasons which had caused the 'Iraq Government to construct and maintain certain posts in the desert. He also made it abundantly clear that the posts in question were not intended to interfere with the customary rights of grazing and

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watering enjoyed by Nejd tribes, or to hamper their lawful movements and migration across the desert areas of south-western 'Iraq; and he gave Your Majesty explicit verbal assurances to that effect. Both His Britannic Majesty's Government and the 'Iraq Government desire formally to repeat those assurances which correctly represent their considered policy.

5. In earnest of their desire to arrive at a fair and peaceful settlement of the question at issue, and to remove all obstacles in the way of consolidating the relations of amity and concord between the two Arab States, His Britannic Majesty's Government and the 'Iraq Government are prepared, should Your Majesty so desire, to submit the points in dispute to an arbitrator to be selected in consultation with your Majesty and in agreement between the Governments concerned. I am authorised formally to offer to Your Majesty this proposal of arbitration and to invite Your Majesty to inform me whether you are prepared to assent in principle to a settlement on that basis, so that the mode and conditions of the proposed arbitration may be discussed without delay.

6. His Britannic Majesty's Government desire to repeat the assurance given to Your Majesty by Sir Gilbert Clayton, to the effect that they regard the provisions of Article 6 of the Bahra Agreement as applying to British as well as to 'Iraqi forces, and that they fully intend to observe the stipulations of that Article, provided, of course, that Your Majesty's subjects abstain from hostile acts of aggression of a nature and on a scale likely to endanger the security of 'Iraq.

7. His Britannic Majesty's Government hope that their proposal of a settlement by arbitration will commend itself to Your Majesty, not only for the sake of settling in a manner which is fair and honourable to all parties the points in dispute, but also because such a settlement would pave the way to the conclusion of formal agreements on the various questions affecting Nejd, 'Iraq and Trans-Jordan which were discussed and agreed upon in principle by Your Majesty and Sir Gilbert Clayton. Those questions relate to agreements on *bon voisinage*, extradition, the surrender of fugitives from justice, the appointment of diplomatic representatives and cognate questions.

8. If, on the other hand, Your Majesty should not agree to seek a settlement on this basis and would prefer, rather than have recourse to arbitration, to leave the question unsettled, with the resultant risk of unrest on the frontier, His Britannic Majesty's Government and the 'Iraq Government could only regret such a decision on the part of Your Majesty.

9. In that case, the Governments concerned must agree for the time being to postpone any settlement as to the true meaning of Article 3 of the First Protocol of Uqair. Nevertheless, the various

treaties and agreements regulating the relations between the Gover
ments concerned remain in full force and effect ; and it is the firm
intention of His Britannic Majesty's Government and the 'Iraq
Government scrupulously to observe the obligations imposed upon
them by those instruments, and to direct their energies to the
prevention of any incidents of a nature to provoke disturbances on
the frontier or to disturb the friendly relations of the two countries
They are confident that Your Majesty will discharge your obliga-
tions with the same scrupulous regard, and they note with satisfaction
Your Majesty's assurance to Sir Gilbert Clayton that the Government
of the Hejaz and of Nejd and its Dependencies intends strictly to
observe the terms of all treaties and agreements in its relations
with the neighbouring States.

MIDDLE EAST

29

Printed for the use of the Colonial Office.

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Middle East
No. 29.

APR 1931

Papers relating to the Middle Eastern Services portion of the Estimate of the Colonial and Middle Eastern Services Vote, 1929.

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Middle East
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III. CORRESPONDENCE.

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
'IRAQ. **Sub-heads D.1 to D.5 and D.7.** **1928**	
1 To Air Ministry ... October 19	Inquires whether an estimate can be furnished of the amounts to be inserted in the draft Estimate in respect of the services indicated. Points out that the total sum provided for 'Iraq is to be limited to £500,000 and hopes that the total sum required will not exceed this amount. Inquires whether there are any cases, in addition to those indicated, in which there is likely to be a contingent liability for the payment of disability compensation in 1929 19
2 The High Commissioner. 'Iraq, Telegram No. 530 October 24	Furnishes the estimates of expenditure during 1929-30 in respect of the High Commission, British Officials' Compensation, and the Boundary Commission ... 20
3 Air Ministry ... October 26	In reply to No. 1, states that provisional estimates were furnished to the Treasury, and no more precise figures can at present be given. Submits observations as to other points raised in the letter under reply and states that the Air Council are not aware of any contingent liability for the payment of disability compensation 20
4 To Treasury ... October 29	States that subject to Treasury concurrence it is proposed to insert £200,000 on account of the extra cost of the Royal Air Force in 'Iraq and £200,000 for the 'Iraq Levies as provisional amounts and also £67,500 as a provision to assist in the maintenance of the 'Iraq Army for the 12 months March, 1929, to February, 1930 21
5 To Treasury ... October 29	Transmits copy of No. 2 and requests concurrence to the insertion of the amounts proposed in the Estimate for 1929 22
6 Treasury .. ... November 3	Conveys sanction of the provisions suggested in No. 4 subject to such modification as may be found necessary in the light of more detailed information or of developments in 'Iraq 22
7 The High Commissioner, 'Iraq, 1213 ... October 27 (Rec. Nov. 5)	Forwards detailed estimates of the High Commission, and submits observations thereon 23
8 Treasury ... ... November 9	Conveys sanction of the provision proposed in No. 5 ... 24
9 To Treasury ... December 14	Transmits, with observations, copies of No. 7 and enclosure, and requests approval of the estimates ... 24

Middle East.—**Gp. 6.** 27166/2413. 40. 10/30. (88645) M. & S.

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.
		1929	
10	Treasury	January 8	Conveys sanction for the provision of £24,900 in the Estimate for 1929 in respect of the High Commissioner's establishment 25
11	Treasury	January 19	Transmits copy of correspondence with the Air Ministry relative to the accounting arrangements to be followed in connection with the stores taken over by the Air Ministry from the 'Iraq Levies, and states that it is proposed to make provision for £30,000 as an appropriation-in-aid of the Vote for Colonial and Middle Eastern Services, 1929 25
12	Air Ministry ...	January 29	Furnishes particulars as to the net provision necessary to meet the cost of the 'Iraq Levies during 1929, and as to the establishment of the force 26
13	Air Ministry ...	February 1	States the amounts to be provided from the Vote for payment to Air Votes in respect of the Royal Air Force in 'Iraq, Palestine, and Trans-Jordan. Suggests that £2,000 be included in the Defence sub-head for 'Iraq to cover any arrear charges that may be made in respect of the Indian Troops until recently in 'Iraq 27
14	To Treasury ...	February 2	Transmits, with observations, copy of No. 12 27
15	Treasury	February 9	Sanctions the provision of the sums indicated in respect of 'Iraq Levies and appropriations-in-aid 28
16	To Treasury ...	February 9	States that the revised figure given by the Air Ministry for insertion in the Vote in respect of the extra cost of the Royal Air Force in 'Iraq is £230,000, and they have also suggested the inclusion of a further £2,000 to cover arrears charges in respect of Indian Troops. Proposes to insert the sum of £232,000 to meet the cost of these services 28
17	To Treasury ..	February 13	Observes that the figure suggested in No. 16 will cause the total of the 'Iraq sub-heads to be in excess of the maximum of £500,000, but submits that certain items can be regarded as not falling strictly within the categories of the expenditure it was contemplated should be limited to this maximum 29
18	Treasury	February 20	Sanctions the Estimate in respect of 'Iraq to a total of £500,000 as indicated. States that the provision to be made in Sub-head D.2 ('Iraq Boundary Commission—Revote) has been reduced to the nominal figure of £100 29
19	Treasury	March 4	States that it has been considered desirable to revise the sum provided for 'Iraq Boundary Commission (Sub-head D.2), and £500 will be provided 30
			Sub-head D.6.—'Iraq Levies—Disability Compensation.
		1928	
20	To Treasury ...	October 29	Requests approval for the insertion of a sum of £600 in the Estimate to meet disability compensation and retired pay to British officers and men lately serving with the 'Iraq Levies 30
21	Treasury	November 3	Sanctions the proposal contained in No. 20 31
			PALESTINE AND TRANS-JORDAN.
			Sub-head E.1.—Defence.
22	To Treasury ...	October 31	Requests authority for the inclusion in the Estimates of the sum of £23,000 under Sub-head E.1 to meet the additional cost of maintenance of the Royal Air Force in Palestine and Trans-Jordan in 1929, such provision to be offset by the insertion of a like amount under Appropriations-in-Aid, being the contribution of the Government of Palestine towards the cost of this service 31

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.
23	Treasury	November 30	Concurs in the proposal made by the Air Council that Palestine should bear the cost of the capital works in connection with the British Forces stationed in Palestine and Trans-Jordan. Agrees to waive a claim for refund of expenditure incurred in the preceding years and states that the whole of the buildings may be regarded as the property of the local Government and handed over to them when no longer required by the Royal Air Force 32
		1929	
24	To Treasury ...	January 24	Requests that in the circumstances indicated the payment of £23,000 only in 1929 by the Palestine Government as their contribution to Defence may be agreed to 32
25	Treasury	February 5	Submits views on the observations contained in No. 24, and proposes to make provision in the Estimate for a payment of £48,000 to Air Votes, including a sum of £25,000 for capital works, and a corresponding payment by the Palestine Government as an Appropriation-in-Aid 33
26	To Treasury ...	February 21	Replies to the observations made in No. 25, and suggests that, in addition to the £23,000 already inserted in the Estimate, a further sum of £7,500 should be included in respect of capital expenditure relating to Palestine Works Services, a like sum being included under Appropriations-in-Aid. Presumes that in the circumstances it is not proposed to make provision for the capital expenditure proper to Trans-Jordan .. 34
27	Treasury	March 11	States that in the circumstances the proposals indicated in No. 26 are accepted and provision has been made in the Estimates accordingly 34
28	To the High Commissioner, Palestine, 236 ...	March 21	Indicates the computation of the excess cost of the British Forces in Palestine over the cost if stationed in Great Britain and states that in view of the opinion expressed by the Treasury it has been agreed that Palestine should bear the cost of capital works erected in Palestine. States that provision has been made in the Estimates for a payment of £30,500 to Air Votes with an equal amount to be paid by the Palestine Government and appropriated-in-aid and requests that the necessary modification be made in the Palestine Estimates 35
			Sub-head E.2.—Trans-Jordan Frontier Force.
		1928	
29	The Officer Administering the Government of Palestine, Telegram No. 158	October 16	Furnishes the figures for the provision in the Estimate for Trans-Jordan Frontier Force and Trans-Jordan deficit 36
30	To the High Commissioner, Trans-Jordan, Telegram No. 44	October 17	Requests particulars regarding the estimated expenditure on the Frontier Force for 1929-30, the estimated revenue and expenditure of the Trans-Jordan Administration for 1929-30, and estimated surplus balance on 31st March, 1929 36
31	To Treasury ...	October 25	States that the High Commissioner has reported that the expenditure on the Force during 1929 is estimated to amount to £144,073, and that, subject to Treasury concurrence, it is proposed to provide for the Trans-Jordan share of this expenditure in the draft Estimate 36
32	Treasury	November 3	Concurs in the action proposed in No. 31 37

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.
		1928	
33	To Treasury ...	December 10	Transmits copy of the detailed estimates of the Trans-Jordan Frontier Force and states that, subject to Treasury concurrence, it is proposed to approve subject to the observations contained in the draft despatch enclosed 37
34	Treasury	December 18	Conveys sanction for the inclusion of £24,000 in the Estimates, and concurs in the terms of the draft despatch enclosed in No. 33 38
35	To the High Commissioner, Trans-Jordan, 134	December 27	Submits observations regarding the Estimates of the Trans-Jordan Frontier Force for 1929, and requests the further information indicated 38

Sub-head E.3.—Trans-Jordan Administration (Grant-in-Aid).

		1928	
36	To Treasury ...	October 24	States that it is proposed to insert a sum of £47,000 in the draft Estimate as a contribution to the Trans-Jordan Administration and to show £2,590 as an Exchequer Extra Receipt in respect of interest payable on the loans to the Trans-Jordan Government in connection with the repair of earthquake damage 39
37	The High Commissioner, Trans-Jordan, Telegram No. 51	October 24	Furnishes the information requested in No. 30 ... 40
38	To the High Commissioner, Trans-Jordan, Telegram No. 46	October 25	Queries the correctness of particulars furnished in No. 37 and requests confirmation 40
39	The High Commissioner, Trans-Jordan, Telegram No. 53	October 29	Replies to the queries raised in No. 38 41
40	To Treasury ...	October 31	Transmits copies of Nos. 37, 38 and 39 and states that it is proposed to issue the Grant-in-Aid for the present year in full and reduce the provision in the draft Estimate for 1929 to £43,000 41
41	The Acting High Commissioner, Trans-Jordan, 160	November 30 (Rec. Dec. 10)	Transmits the Estimates of Trans-Jordan for 1929-30, and submits observations thereon 41
		1929	
42	Treasury	February 7	Sanctions the issue in full of the grant-in-aid of Trans-Jordan provided in the Vote for 1928, and states that it is proposed to provide £43,000 as a Grant-in-Aid in the Estimate for 1929 42
43	To Treasury ...	February 20	Transmits a copy of a despatch which it is proposed to address to the High Commissioner and suggests that the sum of £40,000 be provided in the Estimates as a Grant-in-Aid of the Trans-Jordan Administration .. 43
44	Treasury	April 3	States that £40,000 has been provided in the Estimate as a Grant-in-Aid of the Trans-Jordan Administration. Concurs generally in the terms of the draft despatch enclosed in No. 43, but observes that no change should be made with regard to pensions without previous consultation and that the loan to the Agricultural Bank will need to be fully explained ... 44
45	To the High Commissioner, Trans-Jordan, 60 ...	April 10	Submits observations on the Estimates for 1929-30, and encloses a memorandum dealing with various points thereof 45

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.

Sub-head E.3.—Trans-Jordan Administration.

		1929	
46	The Acting High Commissioner, Trans-Jordan, No. 120	August 16 (Rec. Aug. 26)	Transmits copies of the revised Estimates. States that he is in agreement with the enclosed observations by the British Resident, Amman, and endorses his request for the approval of the Estimates as submitted ... 47
47	To High Commissioner, Trans-Jordan, Telegram No. 52	September 26	Requests that amount of actual revenue and expenditure for 1928-29 may be telegraphed 51
48	The High Commissioner, Trans-Jordan, Telegram No. 70	October 10 (Rec. Oct. 10)	Gives information asked for in No. 47. Recommends that no decision be taken with regard to excess surplus until his proposals are received and requests that decision in regard to revised Estimate 1929-30 may be transmitted at earliest possible date 51
49	To Treasury ...	October 23	Transmits the revised Estimates of Revenue and Expenditure for 1929-30 together with a short memorandum commenting on the principal departures from the original estimates and requests approval 51
50	Treasury	November 22	Sanctions the revised Estimates enclosed in No. 49, but requests to be consulted before approval is given for the maintenance of a stock of unallocated stores. States that it was clearly necessary for authority to be obtained for making the loan to the Agricultural Bank, and that the Secretary of State's observations on the proposals for the utilization of the surplus as at 31st March, 1929, will be awaited. Authorises expenditure on the institution of a more effective Political and Administrative control of the tribes 53
51	To High Commissioner, Trans-Jordan, Telegram	November 28	States that Estimates submitted in No. 46 are approved 54
52	To High Commissioner, Trans-Jordan, Confidential	December 6	Transmits copy of No. 50 and invites attention to the remarks made by the Treasury 54

ARABIA.

Sub-head F.1.—Sundry Political Expenditure.

		1928	
53	To Treasury ...	October 29	Transmits copies of correspondence with the Resident at Aden regarding the provision to be made in the Estimates for the Political Mission at Hodeidah, and requests sanction for the insertion of a sum of £1,000 to be allocated as indicated 55
54	Treasury	November 10	States that, subject to consideration of the retention of the Mission at Hodeidah when further information is available, the provisions proposed in No. 53 are sanctioned 55
		1929	
55	The Resident, Aden, Confidential, 54	April 3 (Rec. Apr. 15)	Notes that the sum of £550 will be included in the Estimate for the Hodeidah Mission and stresses the desirability of the continuance of this provision 56
56	To Treasury	April 20	Transmits copy of No. 55, and states that the Secretary of State concurs in the desirability of maintaining the Mission 56
57	Treasury	April 29	Concurs in the proposal to continue the Mission, subject to reconsideration as indicated. Assumes that the Resident is satisfied that no reduction can be made in the rate of expenditure on Intelligence 56

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.
		1929	
58	To the Resident, Aden, Confidential	May 9	States that the sum of £550 has been included in the Vote for 1929-30 in respect of the Hodeidah Mission. Conveys the Treasury's views on the retention of the Mission, and requests an assurance that no reduction can be made in the rate of expenditure on Intelligence Services 57
59	The Resident, Aden, Confidential, 86 ... (Rec. June 10)	May 27	In reply to No. 58, states that the rate of expenditure on Intelligence Services cannot be reduced without seriously impairing their efficiency 57
		Sub-head F.2.—Aden.	
		1928	
60	Air Ministry ...	October 22	Transmits, with observations, a statement showing the estimated cost of the Aden Levies during the financial year 1928 58
61	To Treasury ...	November 1	Submits observations on the amount to be inserted in the Estimates for Aden Political Expenditure, including Police and Aden Protectorate Levies, and requests sanction for the provision of £57,500 in the draft Estimate 59
62	To Treasury ...	November 3	Transmits copy of No. 60 and requests sanction to the detailed estimate. States that it is expected that sufficient savings will be available on the Middle Eastern Sub-heads to meet any excess caused by the cost of Intelligence Officers 59
63	Treasury	November 20	Transmits covering sanction for the decision already conveyed to the Government of India regarding the incidence of the cost of the interim force of armed police for Aden, and sanctions the inclusion in the draft Estimate of the amount proposed in No. 61 on the conditions indicated 60
64	Treasury	November 21	Sanctions the estimates submitted in No. 62 60
		1929	
65	Air Ministry ...	February 13	States that the estimated cost of the Aden Protectorate Levies during the financial year 1929, based on the assumption that the strength of the force will be as shown in the statement enclosed, will amount to £14,500 61
66	To Treasury ...	February 14	Transmits copy of No. 65 and enclosure, and requests approval of the insertion in the Estimates of the sum of £14,500 61
67	Treasury	February 19	In reply to No. 66, states that provision will be made accordingly on the understanding that details of the anticipated cost of the Levies will be furnished in due course 62
68	Treasury	March 5	Furnishes particulars of the provision which has been made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden 62
69	To Air Ministry ...	March 9	States that the Treasury have approved the insertion in the Estimate of the sum mentioned in No. 65 in respect of the Aden Protectorate Levies, and asks whether a detailed estimate can now be furnished ... 62
70	Air Ministry	March 14	Transmits a statement giving the details requested in No. 69 63
71	To Treasury	March 25	Transmits copy of the statement enclosed in No. 70 ... 63
72	Treasury	April 17	Conveys sanction of the estimated expenditure as detailed in the statement enclosed in No. 71 63

Serial No., From or to Whom, Despatch No., &c., and Date.			Subject and Page No.
		1929	
73	To Treasury	April 18	Transmits a statement giving details of the amount of £32,500 to be provided in the Estimate in respect of Aden 64
74	To Air Ministry	May 6	Concurs in the proposed retention of two additional platoons of Aden Levies for a further period of one year from July, 1929, and hopes that the additional cost can be met from the provision made under the Aden Sub-head 66
75	To Treasury	May 30	Transmits for concurrence a copy of a letter which it is proposed to address to the India Office regarding the financial arrangements for the Police Force at Aden and states that it is understood that no objection will be offered to the provision for the proposed contribution of £5,000 falling on the Colonial and Middle Eastern Services Vote 66
76	Treasury	May 31	States that, subject to the observations noted and to the questions still undecided, the estimate of Protectorate Expenditure is approved 67
77	Treasury	June 7	Concurs in the terms of the draft letter to the India Office enclosed in No. 75 and states that no objection will be raised to the provision of the proposed contribution of £5,000 on the Colonial and Middle Eastern Services Vote 68
		Sub-head M.—Appropriations in Aid.	
		1929	
78	To the High Commissioner, Palestine, Accounts No. 5	July 4	States that the Crown Agents are being requested to pay to the Colonial Office in four quarterly instalments the contribution of £30,500 towards the cost of defence fixed for 1929-30 68
		Extra Receipts.	
		1928	
79	To the Acting High Commissioner, Trans-Jordan, 88	October 3	Conveys covering sanction for the issue of loans to Government officials for the repair of damage caused by the earthquake which occurred in 1927 and indicates the arrangements proposed for the repayment of the loan made by His Majesty's Government to the Trans-Jordan Government for this purpose. Requests to be furnished with statements of account at quarterly intervals and to be informed that the arrangement is accepted 69
80	The High Commissioner, Trans-Jordan, 168 (Extract) ... ... (Rec. Dec. 17)	December 8	States that the Trans-Jordan Government agree to the adoption of the arrangement for the repayment of the loan proposed in No. 79 69
		1929	
81	To Treasury ...	January 1	Transmits copy of No. 80 70
		Kamaran.	
		1928	
82	To India Office ...	October 18	Requests an estimate of the receipts expected to accrue to British revenue during 1929-30 under the Anglo-Dutch Agreement relating to the Kamaran Quarantine Station 70
83	India Office	October 27	Furnishes the information requested in No. 82 ... 71

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
Aden.	
1928	
84 To the Resident, Aden, Telegram ... ... October 16	Requests as close an estimate as possible of the amount likely to be received during 1929-30 from the sale of arms and ammunition to Arab chiefs 71
85 The Resident, Aden, Telegram No. 196 ... October 22	In reply to No. 84, states that the demand for arms and ammunition on payment cannot be foreseen, and reports the amounts received in the past three years... 71

PAPERS
relating to the
MIDDLE EASTERN SERVICES PORTION
of the
COLONIAL AND MIDDLE EASTERN SERVICES VOTE, 1929.

I.

PARLIAMENTARY VOTE.

MIDDLE EASTERN SERVICES.	1929. £	1928. £	*Increase.* £	*Decrease.* £
'Iraq.				
D.1.—Defence	232,000	296,000	—	64,000
D.2.—Boundary Commission (Revote)	500	3,000	—	2,500
D.3.—Contribution in respect of High Commissioner, Salaries and Expenses	24,900	25,000	—	100
D.4.—Contribution to 'Iraq Government to assist in the maintenance of the 'Iraq Army (Grant-in-Aid)	67,500	73,125	—	5,625
D.5.—Maintenance of 'Iraq Levies	174,000	221,250	—	47,250
D.6.—'Iraq Levies, Disability Compensation, &c.	600	625	—	25
D.7.—British Officials—Compensation (Revote) ...	500	1,000	—	500
TOTAL FOR 'IRAQ	500,000	620,000	—	120,000
Palestine and Trans-Jordan.				
E.1.—Defence	30,500	30,000	500	
E.2.—Trans-Jordan Frontier Force (Grant-in-Aid)	24,000	30,000	—	6,000
E.3.—Contribution to Expenses of Trans-Jordan Administration (Grant-in-Aid)	40,000	40,000	—	—
TOTAL FOR PALESTINE AND TRANS-JORDAN ...	94,500	100,000	500	6,000
Arabia.				
F.1.—Sundry Political Expenditure	1,000	1,000	—	—
F.2.—Aden	54,500	50,000	4,500	—
TOTAL FOR ARABIA	55,500	51,000	4,500	—
GROSS TOTAL	650,000	771,000	5,000	126,000
Deduct—				
M.—Appropriations-in-Aid	43,100	40,600	—	2,500
NET TOTAL ... ... £	606,900	730,400	5,000	128,500
			Net Decrease ...	£123,500

The total receipts in connection with this Service are estimated as follows:—

	1929. £	1928. £
Appropriations as above	43,100	40,600
Extra receipts payable to H.M. Exchequer (Cash):—		
Port of Basrah:—Interest and Sinking Fund on account of Assets taken over by the Port Authority	39,665	40,565
Trans-Jordan:—Interest and sinking fund contributions on loans in connection with the repair of earthquake damage	2,590	—
Kantara-Rafa Railway:—Share of profits (on account) ..	5,000	—
Kamaran Quarantine Station:—Repayment on account of advances	1,125	900
Aden:—Sales of arms and ammunition to Protectorate tribes	250	—
TOTAL RECEIPTS	£91,730	82,065

Details.

'IRAQ.

	1929. £	1928. £
D.1.—DEFENCE:		
The provision of £232,000 for Defence represents the balance of the cost of the Indian troops lately employed, and the excess cost of the British Forces stationed in 'Iraq over the cost of such Forces if stationed in Great Britain, and is payable to the Air Ministry (£230,000) and to the Government of India (£2,000)	£232,000	296,000
D.2.—BOUNDARY COMMISSION (REVOTE):		
Estimated sum required to be revoted as the balance of the cost to Imperial Funds of a Commission to determine the boundary between British and French Mandatory Territories in Syria, Palestine, and 'Iraq, in accordance with Article II of the Anglo-French Convention of 23rd December, 1920 (Cmd. 1195). This balance will remain unexpended on 31st March, 1929, through postponement of the work on the 'Iraq Section. One-half of the British share of the total cost will be met from 'Iraq revenues	£500	3,000
D.3.—CONTRIBUTION IN RESPECT OF HIGH COMMISSIONER, SALARIES AND EXPENSES:		
This amount is required as a contribution to meet one half of the salaries and incidental expenses of the High Commissioner and his personal and political staff (including contributions in respect of a Provident Fund), which is chargeable to Imperial funds in accordance with the provisions of Article XIII of the Financial Agreement made under the Treaty with King Feisal (Cmd. 2120)	£24,900	25,000
D.4.—CONTRIBUTION TO 'IRAQ GOVERNMENT TO ASSIST IN THE MAINTENANCE OF THE 'IRAQ ARMY (GRANT-IN-AID):		
This represents the equivalent in sterling at 1s. 6d. to the rupee of Rs. 9 lakhs. The expenditure out of the Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General. Any unexpended balance of issues made out of the grant will not be liable to surrender by the payee at the close of the financial year	£67,500	73,125
D.5.—MAINTENANCE OF 'IRAQ LEVIES:		
This force is under the orders of the Air Officer Commanding and is distinct from the 'Iraq Army, in respect of which a grant is provided under Subhead D.4. The sum provided represents the cost of maintaining the force at an estimated total strength on 1st April, 1929, of 1,995. The organisation of this force, with the consequent release of British and Indian troops, has resulted in a large net saving . .	£171,000	221,250
D.6.—'IRAQ LEVIES, DISABILITY COMPENSATION, &c.:		
Disability Compensation and retired pay to British officers and men lately serving with the 'Iraq Levies	£600	625
D.7.—BRITISH OFFICIALS—COMPENSATION (REVOTE):		
Compensation for loss of employment to certain British officials whose appointments have been, or are being, terminated by the 'Iraq Government. These officials were given to understand in 1921 that they would secure permanent employment in 'Iraq. It has been decided to compensate these officers on the basis of past service, and the provision covers payments likely to be made before 31st March, 1930 (Revote) .	£500	1,000

PALESTINE AND TRANS-JORDAN.

	1929. £	1928. £
E.1.—DEFENCE:		
The provision of £30,500 for defence represents the excess cost, including £7,500 of a capital nature, of the British Forces stationed in Palestine and Trans-Jordan over the cost of such Forces if stationed in Great Britain, and is payable to the Air Ministry. The Government of Palestine make a contribution equal to this excess cost which is appropriated in aid of this Vote	£30,500	30,000
E.2.—TRANS-JORDAN FRONTIER FORCE (GRANT-IN-AID):		
This provision is a contribution towards the cost of the Trans-Jordan Frontier Force, which is available for duty in both Palestine and Trans-Jordan. The estimated total expenditure during the financial year 1929 for a force of 677 is £144,073, including £2,100 of a non-recurrent and capital nature, and will be met from the funds of the Palestine Government with the assistance of this contribution which is calculated on the basis of one-sixth of the cost of the Force. The expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any unexpended balance of the Grant-in-Aid not required for the purpose of the Frontier Force will be surrendered to the Exchequer	£24,000	30,000
E.3.—CONTRIBUTION TO EXPENSES OF TRANS-JORDAN ADMINISTRATION (GRANT-IN-AID):		
The expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. No surrender will be made at the close of the year of any part of such sums as may be issued out of the Grant-in-Aid	£40,000	40,000

ARABIA.

	1929. £	1928. £
F.1.—SUNDRY POLITICAL EXPENDITURE:		
The amount is required to meet miscellaneous services in Arabia, including:— (*a*) Expenses at Hodeidah in connection with relations with the Idrisi of Asir and the Imam of the Yemen (£550); (*b*) Travelling expenses of Civil Administrator, Kamaran, while serving as Political Officer Southern Red Sea Coast (£200); (*c*) Miscellaneous Arabian Expenditure (£250)	£1,000	1,000
F.2.—ADEN:		
Before 1st April, 1927, Aden was administered by the Government of India, but as from that date responsibility for the political and military administration of Aden was vested in His Majesty's Government in Great Britain. Military expenditure other than on the local force is borne on Army and Air Votes with a contribution from India. The provision of £54,500 represents expenditure on:— (*a*) Protectorate Tribal Levies (£14,500); (*b*) Police (£7,500); (*c*) Civil services in connection with the Protectorate as distinct from the Settlement for which India remains responsible (£32,500)	£54,500	50,000

II.

DETAILS OF SERVICES.

1. Subhead D.3. High Commissioner, Salaries and Expenses.

SHEET No. 1.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
			VOTE I. SALARIES.						
1	1	1	H.E. The High Commissioner ..	75,000	75,000	—	—	37,500	
2	—	—	,, ,, Entertainment Allowance	15,000	15,000	—	—	7,500	
3	1	1	Private Secretary .. .	10,800	10,800	—	—	5,400	
4	1	1	Aide-de-Camp	9,600	9,600	—	—	5,077	
5	1	1	Counsellor	40,000	40,000	—	—	20,000	
6	1	1	Financial Secretary	23,600	24,000	400	—	11,620	
7	1	1	Political Secretary	21,840	23,040	1,200	—	10,800	
8	1	1	Legal Secretary	19,050	20,250	1,200	—	9,453	Normal Increments
9	1	1	Oriental Secretary	17,500	18,700	1,200	—	8,500	
10	1	1	Consular Secretary	16,500	18,000	1,500	—	7,950	Increment in Grade III. See High Commissioner's Confidential Despatch of 4th August, 1928*
11	1	1	Registrar	9,450	10,275	825	—	4,650	Normal increment
12	—	—	Leave arrangements	10,000	19,000	9,000	—	7,838	Provision for Acting High Commissioner
			TOTAL TO SUMMARY ..	2,68,340	2,83,665	15,325	—	1,36,288	

* P.F. 19170 M.E.: not printed.

SHEET No. 2.

Item.	Numbers. 1928-1929.	Numbers. 1929 1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
			BRITISH CLERKS.						
13	1	1	Superintendent, Confidential Section	7,200	7,200	—	—	3,600	
			,, Charge Allowance..	600	600	—	—	300	
14	2	2	Cypher Clerks (1)	4,925	5,225	300	—	2,400	Normal increments
			Cypher Clerks (2)	6,175	6,475	300	—	3,025	
15	1	1	Stenographer	6,550	6,850	300	—	3,250	
16	1	1	Confidential Clerk	2,880	2,880	—	—	1,380	
			TOTAL TO SUMMARY ..	28,330	29,230	900	—	13,955	

SHEET No. 3.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
			OFFICE ESTABLISHMENT.						
17	1	1	Political Attaché..	6,480	6,480	—	—	3,240	
18	1	1	Head Translator	7,320	7,700	380	—	3,694	Increment in new grade. See Colonial Office despatch No. 482 of 13th July, 1928 *
19	1	—	Superintendent	7,320	—	—	7,320	3,089	Post abolished. See Item 23
			*Grade I Clerks. Rs.*315—15—405						
20	1	1	Head Typist	4,095	4,275	180	—	2,462	Normal increment
21	1	1	Consular Clerk	4,860	4,860	—	—	2,430	
22	1	1	Translator (1)	4,860	4,860	—	—	2,025	
23	1	1	Head Record Keeper	3,945	4,800	855	—	2,263	Regrading consequent upon abolition of Superintendent's post. See Item 19
24	1	1	Head Despatch Clerk	4,200	4,380	180	—	2,070	Normal increment
			*Grade II Clerks. Rs.*240—15—300						
25	1	—	Despatch Clerk	3,375	—	—	3,375	—	Post superseded by Grade III appointment. See Item 31
26	2	2	Record Clerks:—						
			(1)	2,880	2,880	—	—	1,380	
			(2)	3,420	3,600	180	—	1,710	Normal increment
			TOTAL TO SUMMARY ..	52,755	43,835	1,775	10,695	24,363	

* C. 58207/28: not printed.

SHEET No. 4.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
27	1	1	Stenographer	3,600	3,600	—	—	1,800	
28	1	—	Translator (2)	2,400	—	—	2,400	—	Post superseded by Grade IV appointment. See Item 35
29	1	1	Librarian and Draftsman	3,600	3,600	—	—	1,800	
30	1	1	Confidential Typist	3,600	3,600	—	—	1,800	
			Grade III Clerks. Rs.190—10—230						
31	1	2	Despatch Clerks:—						
			(1)	2,740	2,760	20	—	1,340	Normal increment
			(2)	—	2,190	2,190	—	1,020	Transferred from Item 25
32	6	6	General Clerks:—						
			(1)	2,760	2,760	—	—	1,380	
			(2)	2,760	2,760	—	—	1,380	
			(3)	2,430	2,550	120	—	1,200	Normal increment
			(4)	2,760	2,760	—	—	1,365	
			(5)	2,280	2,280	—	—	1,080	
			(6)	2,750	2,280	—	470	926	Change in incumbency
			TOTAL TO SUMMARY ..	31,680	31,140	2,330	2,870	15,091	

SHEET No. 5.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks
33	5	4	Typists:—						
			(1)	2,760	2,760	—	—	1,380	
			(2)	2,760	2,760	—	—	1,380	
			(3)	2,470	2,590	120	—	1,154	Normal increment
			(4)	2,370	2,360	—	10	1,100	
			(5)	2,380	—	—	2,380	799	Post abolished
			Grade IV Clerks. Rs.140—10—180						
34	1	1	General Clerk	1,890	2,150	260	—	850	Change in incumbency
35	—	1	Translator (2)	—	1,800	1,800	—	660	Transferred from Item 28
			ACCOUNTS ESTABLISHMENT.						
36	1	1	Accounts Officer	7,925	8,225	300	—	3,900	
37	1	1	Cashier (Grade I)	3,900	4,080	180	—	1,924	Normal increments
38	1	1	Accounts Clerk (Grade I)	4,215	4,395	180	—	2,070	
39	1	—	Accounts Clerk (Grade III) ..	2,710	—	—	2,710	1,334	Post abolished
40	1	1	Assistant Cashier (Grade III) ..	2,380	2,760	380	—	1,100	Change in incumbency
			TOTAL TO SUMMARY ..	35,760	33,880	3,220	5,100	17,651	

SHEET No. 6.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
41	2	2	Daftries (Book Binders) 1 at Rs.150 1 at Rs. 60 Rs.210	2,640	2,520	—	120	1,260	
42	1	1	Storekeeper	960	960	—	—	480	
43	15	14	Qawasses	7,710	7,270	—	440	3,798	Reduction in number of qawasses
44	1	1	Coffeeman	600	600	—	—	288	
45	2	2	Sweepers at Rs.45/- each	1,080	1,080	—	—	270	
46	1	1	Night Watchman	720	720	—	—	360	
47	1	1	Car and Launch Driver (Office) ..	1,200	1,200	—	—	600	
			TOTAL TO SUMMARY ..	14,910	14,350	—	560	7,056	

SHEET No. 7.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
			RESIDENCY ESTABLISHMENT.						
48	1	1	Dragoman	5,400	5,400	—	—	2,700	
49	1	1	British Chauffeur..	7,080	7,240	160	—	3,510	Normal increment
50	1	1	Messenger	960	960	—	—	480	
51	2	2	Qawasses at Rs.40/- per mensem each	960	960	—	—	462	
52	3	3	Syces	1,620	1,620	—	—	810	
53	4	4	Gardeners	2,520	2,520	—	—	1,122	
54	1	1	Car and Launch Driver (Residency)..	1,440	1,440	—	—	720	
55	1	1	Launch Khalassi	720	720	—	—	360	
56	1	1	Khalassi	720	720	—	—	360	
57	4	4	Sweepers at Rs.45/- each	2,160	2,160	—	—	540	
			TOTAL TO SUMMARY ..	23,580	23,740	160	--	11,064	

SHEET No. 8.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
			VOTE II. ALLOWANCES AND SERVICES						
58	Article	1	Horse Allowance	1,800	1,800	—	—	900	
59	,,	2	Travelling and Tour Charges ..	4,000	4,000	—	—	1,462	
60	,,	3	Books, Printing and Stationery ..	7,000	6,000	—	1,000	1,860	Reduction in charge for annual administration report
61	,,	4	Furniture and Equipment (Office) ..	1,000	1,000	—	—	129	
62	,,	5	Office Contingencies	961.11	830	—	131.11	314	
			TOTAL TO SUMMARY ..	14,761.11	13,630	—	1,131.11	4,665	

SHEET No. 9.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
63	Article	6	Rent of Telephones	6,200	6,600	400	—	3,265	Telephone for Legal Secretary's office
64	,,	7	Uniforms and Liveries	1,200	1,100	—	100	91	Reduction in number of qawasses
65	,,	8	Postage and Telegrams	50,000	55,000	5,000	—	30,631	Additional provision for telegrams
66	,,	9	Sumptuary Allowance	1,500	1,500	—	—	750	
67	,,	10	Rents for Quarters of Staff ..	16,050	16,050	—	—	9,400	
68	,,	11	Secret Service	15,000	10,000	—	5,000	2,097	
69	,,	12	Mechanical Transport	10,000	9,000	—	1,000	4,360	Includes provision for house-to-office conveyance allowance
70	,,	13	Maintenance of Quarters for Staff ..	2,500	2,000	—	500	353	Provision made for normal maintenance services
71	,,	14	Maintenance of Residency.. ..	38,000	30,000	—	8,000	10,072	
72	,,	15	Furniture for Residency	3,000	3,000	—	—	369	
			TOTAL TO SUMMARY ..	1,43,450	1,34,250	5,400	14,600	61,388	

SHEET No. 10.

Item.	Numbers. 1928-1929.	Numbers. 1929-1930.	Service.	Provision. 1928-29. Rs.	Provision. 1929-30. Rs.	Difference. + Rs.	Difference. — Rs.	Expenditure to 30th September, 1928. Rs.	Explanation or Remarks.
73	Article	16	Cost of Passages	9,500	12,350	2,850	—	6,907	Increase due to admissible leave passages
74	,,	17	Pension Contributions to other Governments	12,500	11,600	—	900	4,738	See Item 19
75	,,	18	Medical attendance of staff ..	1,000	1,000	—	—	358	
76	,,	19	Presentation Articles	—	1,000	1,000	—	—	Provision for new purchases
77	,,	20	Provident Fund..	20,900	21,170	270	—	12,719	
78	,,	21	Service gratuity..	9,200	9,160	—	40	4,474	
			TOTAL TO SUMMARY ..	53,100	56,280	4,120	940	29,196	

Summary.

	Provision.		*Difference.*		*Expenditure to 30th September, 1928.*
	1928-29. *Rs.*	1929-30. *Rs.*	+ *Rs.*	— *Rs.*	*Rs.*
Sheet No. 1	2,68,340	2,83,665	15,325	—	1,36,288
,, ,, 2	28,330	29,230	900	—	13,955
,, ,, 3	52,755	43,835	1,775	10,695	24,363
,, ,, 4	31,680	31,140	2,330	2,870	15,091
,, ,, 5	35,760	33,880	3,220	5,100	17,651
,, ,, 6	14,910	14,350	—	560	7,056
,, ,, 7	23,580	23,740	160	—	11,064
,, ,, 8	14,761.11	13,630	—	1,131.11	4,665
,, ,, 9	1,43,450	1,34,250	5,400	14,600	61,388
,, ,, 10	53,100	56,280	4,120	940	29,196
Total Rs.	6,66,666.11	6,64,000	33,230	35,896.11	*3,20,717
at 18d. =	£50,000	£49,800			
Moiety payable by His Britannic Majesty's Government ..	£25,000	£24,900			

W. L. Addyman,
A/Financial Secretary to
H.E. The High Commissioner for 'Iraq.

Baghdad.
22*nd October*, 1928.

* See enclosure to High Commmissioner's despatch "Accounts" No. 1161 of 6th October, 1928, C. 58068/28: not printed.

2. Subhead E.2.

Details of Expenditure.	Approved Estimates, 1928.	Estimates, 1929.	Increase.	Decrease.
	£P.	£P.	£P.	£P.
XXI. Trans-Jordan Frontier Force.				
A. Personal Emoluments.				
British Ranks.				
1. Lieutenant-Colonel at £P.1,150 p.a. ...	1,150	1,150	—	—
2. Duty Allowance at £P.100 p.a.	100	100	—	—
3. Major (Second-in-Command) at £P.900 p.a.	900	900	—	—
4. Duty Allowance at £P.50 p.a.	50	50	—	—
5. Adjutant £P.600-50-700	638	650	12	—
6. Duty Allowance at £P.50 p.a.	50	50	—	—
7. 4 Majors (Company Commanders) £P.700-50-800	2,927	2,950	23	—
8. Duty Allowances at £P.50 p.a.	200	200	—	—
9. Captain (Senior Medical Officer) £P.600-50-700	612	600	—	12
10. Duty Allowance at £P.50 p.a.	50	50	—	—
11. Captain (Senior Veterinary Officer) £P.600-50-700	627	650	23	—
12. Duty Allowance at £P.50 p.a.	50	50	—	—
13. 4 Captains (Second-in-Command of Companies £P.600-50-700	2,511	2,500	—	11
14. Hotchkiss Gun Officer ... £P.600-50-700	600	600	—	—
15. Signalling Officer ... £P.450-50-550	488	500	12	—
16. Duty Allowance at £P.50 p.a.	50	50	—	—
17. Quartermaster £P.450-50-550	488	500	12	—
18. Duty Allowance at £P.50 p.a.	50	50	—	—
19. Paymaster £P.450-50-550	477	500	23	—
20. Duty Allowance at £P.50 p.a.	50	50	—	—
21. 13 Warrant Officers ... £P.290-10-340	3,605	—	—	—
22. 10 Warrant Officers ... £P.290-10-340	—	2,085	—	1,520
23. Expatriation Allowances at £P.50 p.a. ..	578	335	—	243
24. 2 Farrier Sergeants ... £P.240-10-280	506	370	—	136
25. Expatriation Allowances at £P.50 p.a. ...	103	72	—	31
26. 1 Medical Sergeant ... £P.240-10-280	265	240	—	25
27. Expatriation Allowance at £P.50 p.a. ...	52	50	—	2
28. 1 Saddler Sergeant ... £P.240-10-280	247	—	—	247
29. Expatriation Allowance at £P.50 p.a. ...	52	—	—	52
30. 1 Mechanical Transport Sergeant £P.240-10-280	—	240	240	—
31. Expatriation Allowance at £P.50 p.a. ...	—	50	50	—
32. 1 Clerk, grade II ... £P.240-10-280	265	268	3	—
33. Expatriation Allowance at £P.50 p.a. ..	52	50	—	2
34. Compensatory Allowances	329	296	—	33
Local Ranks.				
35. 19 Local Officers:— 1 Class I £P.300-20-400 6 Class II at £P.264 p.a. 12 Class III at £P.216 p.a.	4,619	4,531	—	88
36. 2 Medical Officers ... £P.400-25-500	855	863	8	—
37. Veterinary Officer ... £P.300-20-400	327	300	—	27
38. 22 Sergeants at £P.10 p.m.	2,708	2,640	—	68
39. 30 Corporals at £P.8 p.m.	2,954	2,880	—	74
40. 675 Privates at £P.6 p.m.	46,154	—	—	—
41. 575 Privates at £P.6 p.m.	—	39,700	—	6,454
42. Proficiency Pay	3,460	4,900	1,440	—
43. Tradesmen's Pay	585	800	215	—
44. 1 Clerk, grade II ... £P.240-10-280	265	268	3	—
45. 2 Clerks, grade III ... £P.192- 6-240	416	417	1	—
46. 14 Sanitary Men at £P.4,500 p.m.	776	756	—	20
47. 2 Mechanics at £P.12 p.m.	296	288	—	8
48. 2 Electricians at £P.12 p.m.	296	288	—	8
49. 1 Corporal, Mechanical Transport, at £P.15 p.m.	—	180	180	—
50. 7 Drivers, Mechanical Transport, at £P.10 p.m.	—	840	840	—
51. 1 Fitter, Mechanical Transport, at £P.12 p.m.	—	144	144	—
52. Compensatory Allowances	—	1,209	1,209	—
53. Reservists' Pay	—	550	550	—
TOTAL PERSONAL EMOLUMENTS ...	81,833	77,760	4,988	9,061

Trans-Jordan Frontier Force.

Remarks.

5. Increment.
7. do.
9. Change in holder.
11. Increment.
13. Change in holders.
15. Increment.
17. do.
19. do.
22. Establishment to be reduced to four Warrant Officers during 1929.
24. One appointment to be abolished in 1929.
26. See Colonial Office despatch Trans-Jordan No. 134 of 27th December, 1928.*
28. Appointment abolished in 1929.
30. New appointment.
34. See Appendix C.
35. Change in Currency (see Item 52) and increments.
36. Change in holders and increments.
37. Change in holder.
38. Change in Currency. See Item 52.
39. do. do.
41. Establishment to be reduced to 525 privates during 1929.
42. Payable under regulations.
43. do.
46. Sufficient.
47. Change in Currency. See Item 52.
48. do. do.
49. New appointment.
50. New appointments.
51. New appointment.
52. See Appendix C.
53. New provision.

* No. 35.

Details of Expenditure.	*Approved Estimates, 1928.*	*Estimates, 1929.*	*Increase.*	*Decrease.*	*Remarks.*
	£P.	£P.	£P.	£P.	
B. Other Charges.					
54. Pension Contributions and Gratuities ...	1,500	1,500	—	—	
55. Cost-of-Living Allowances	1,800	1,470	—	330	55. Sufficient.
56. Officers' Outfit Allowances	60	60	—	—	
57. Animal Allowances	3,700	3,400	—	300	57. Reduction in establishment.
58. Transport and Travelling	2,600	2,600	—	—	
59. Railway Fares and Freight	5,000	5,000	—	—	
60. Passages	200	300	100	—	60. Necessary in 1929.
61. Maintenance of Mechanical Transport ...	1,300	2,200	900	—	61. Increase for second line transport.
62. Maintenance of Mule Transport	—	200	200	—	62. For reconditioning Country Carts.
63. Arms, Equipment, Uniforms and Clothing	9,300	8,000	—	1,300	63. Reduction in establishment.
64. Ammunition	3,600	2,600	—	1,000	64. do.
65. Harness and Saddlery	1,650	1,050	—	600	65. do.
66. Horse Shoes and Stable Requisites	2,000	1,800	—	200	66. do.
67. Forage	23,600	18,600	—	5,000	67. do.
68. Camp Equipment	500	500	—	—	
69. Fuel and Light	2,100	1,800	—	300	69. do.
70. Furniture and Barrack Stores	1,000	800	—	200	70. do.
71. Stationery and Printing	250	300	50	—	71. Provision in 1928 inadequate.
72. Miscellaneous Stores	600	550	—	50	72. Sufficient.
73. Maintenance of Signalling and Wireless Apparatus	750	550	—	200	73. do.
74. Medical Services	1,000	900	—	100	74. do.
75. Veterinary Services	150	120	—	30	75. do.
76. Rent of Camps, Quarters and Training Area	120	50	—	70	76. do.
77. Current Repairs and Maintenance of Buildings and Camps	3,100	2,000	—	1,100	77. do.
78. Water Supply and Conservancy	1,550	1,550	—	—	
79. Compensation for Loss of Animals	1,000	1,000	—	—	
80. Crown Agents' Expenses	250	250	—	—	
81. Typewriters	70	70	—	—	
82. Telegrams Telephones and Postage	250	250	—	—	
83. Contingencies	100	100	—	—	
Special Expenditure.					
84. Miscellaneous Stores	770	—	—	770	84. Not required in 1929.
85. Pack Animals	206	200	—	6	
86. Mechanical Transport	—	4,375	4,375	—	86. For seven 6-wheeled Morris trucks for 2nd line transport.
87. Tools and Workshop Machinery for Mechanical Transport	—	200	200	—	
88. Equipment for New Hospital	—	200	200	—	
Total Other Charges ...	70,076	64,545	6,025	11,556	
Total Trans-Jordan Frontier Force ...	151,909	142,305	11,013	20,617	
XXXI. Trans-Jordan Frontier Force Extraordinary.					
1. Construction of Latrines, Zerka	150	—	—	150	1. For the construction of five concrete latrines at £P.30 each.
2. Fire Hydrants for Zerka Camp	100	—	—	100	2. For the purchase of five Hydrants at £P.20 each.
3. Servants' Quarters, Zerka	250	—	—	250	3. To provide hutting for servants for five married officers' quarters.
4. Servants' Cleaning Room, Zerka	200	—	—	200	4. To provide servants' cleaning room of hutting for British Officers, British Warrant Officers' and Local Officers messes.
5. Tarring Metalled Roads, Zerka and Ma'an ...	300	—	—	300	5. Necessary.
6. New Power Plant, Zerka	1,100	—	—	1,100	6. Tó replace existing plant which is unserviceable.
7. Water Supply, Ma'an	1,200	—	300	900	7. See Colonial Office despatch No. 1067 of 20th December, 1928.*
Total Trans-Jordan Frontier Force Extraordinary	3,300	—	300	3,000	

NET DECREASE £P.9,604.

* C. 57565/28: not printed.

3. Subhead E.3. Trans-Jordan Administration.

ABSTRACT SHOWING THE ACTUAL REVENUE FOR THE YEAR 1927-28 AND THE ESTIMATED REVENUE FOR THE YEARS 1928-29 AND 1929-30.

Head of Revenue.	*Actual Revenue* 1927-28. £P mils.	*Estimated Revenue* 1928-29. £P	*Estimated Revenue* 1929-30. £P	*Increase* £P	*Decrease* £P
1. Customs and Excise	61,236.896	66,486	75,000	8,514	—
2. Licences, Taxes, etc.	138,197.147	135,850	139,175	3,325	—
3. Fees of Court or Office, etc.	22,355.096	23,620	19,745	—	3,875
4. Posts, Telegraphs and Telephones	8.400.175	7,500	10,100	2,600	—
5. Revenue from Government Property	4,133.569	5,500	4,900	—	600
6. Interest	1,874.680	760	1,005	245	—
7. Miscellaneous	492.703	700	563	—	137
8. Sale of State Domains	382.280	500	500	—	—
Total Ordinary Revenue	237,072.546	240,916	250,988	14,684	4,612
9. Reimbursement—Trans-Jordan Frontier Force	—	27,784	24,012	—	3,772
10. Grant-in-Aid from His Majesty's Government	45,000.000	40,000	43,500	3,500	—
TOTAL	282,072.546	308,700	318,500	18,184	8,384

ABSTRACT SHOWING THE ACTUAL EXPENDITURE FOR THE YEAR 1927–28 AND THE ESTIMATED EXPENDITURE FOR THE YEARS 1928–29 AND 1929–30.

Heads of Expenditure.	*Actual Expenditure* 1927-28. £P *mils.*	*Approved Estimates* 1928-29. £P	*Estimates* 1929-30. £P	*Increase* £P	*Decrease* £P
1. Civil List	16,835.898	16,266	15,130	—	1,136
2. Public Debt	—	550	590	40	—
3. Legislature	—	1,631	1,576	—	55
4. Pensions and Gratuities	4,301.180	3,000	4,500	1,500	—
5. Chief Minister and Interior	5,592.793	5,423	5,160	—	263
6. District Administration	7,354.887	7,654	7,380	—	274
7. Legal	16,118.954	16,956	15,805	—	1,151
8. Shari'a Courts	3,024.369	3,554	3,625	71	—
9. Finance	17,206.710	17,369	16,960	—	409
10. Customs and Excise	5,616.033	6,632	7,370	738	—
11. Public Health	10,309.080	10,922	10,935	13	—
11A. Ma'an Quarantine	303.448	233	130	—	103
12. Education	19,737.586	22,274	22,350	76	—
13. Agriculture, Forests and Veterinary	6,337.999	6,705	6,180	—	525
14. Antiquities	5,328.299	2,132	2,080	—	52
15. Land Registry	2,560.165	3,545	3,622	77	—
16. Public Works Department	3,357.963	4,448	4,475	27	—
16A. Public Works Recurrent	17,697.198	20,580	18,690	—	1,890
17. Government Press	—	—	—	—	—
18. Posts, Telegraphs and Telephones	8,344.028	10,721	10,765	44	—
19. Surveys	1,375.145	6,539	7,640	1,101	—
20. Police and Prisons	102,955.555	100,412	99,951	—	461
21. Miscellaneous	31,248.720	11,203	11,720	517	—
22. British Resident	7,425.416	7,073	6,888	—	185
23. Audit	276.339	2,194	3,466	1,272	—
24. Trans-Jordan Frontier Force	—	25,318	23,662	—	1,656
Total Ordinary Expenditure	293,307.765	313,334	310,650	5.476	8,160
25. Antiquities Extraordinary	—	3,802	3,000	—	802
26. Trans-Jordan Frontier Force Extraordinary	—	2,466	350	—	2,166
27. British Resident Extraordinary	9,095.916	1,000	—	—	1,000
28. Public Works Extraordinary	11,928.862	7,810	9,650	1,840	—
29. Posts, Telegraphs and Telephones Extraordinary	3,392.576	800	1,500	700	—
30. Public Health Extraordinary	—	—	250	250	—
Finance, Ministry, House and Land Tax Registration	535.132	—	—	—	—
Total Extraordinary Expenditure	24,952.486	15,878	14,750	2,790	3,198
TOTAL EXPENDITURE	318,260.251	329,212	325,400	8,266	12,078

Trans-Jordan Government.

Summary showing the Estimated Surplus at 31st March, 1930.

	£P	£P	£P
Actual Surplus at 31st March, 1928			29,062
Actual Revenue from 1st April, 1928 to 30th September, 1928:—			
Ordinary	126,659		
Grant-in-Aid	10,000		
Reimbursement Trans-Jordan Frontier Force		136,659	
Estimated Revenue from 1st October, 1928, to 31st March, 1929:—			
Ordinary	109,850		
Grant-in-Aid	30,000		
Reimbursement Trans-Jordan Frontier Force	27,784		
		167,634	
			304,293
			333,355
Actual Expenditure 1st April, 1928, to 30th September, 1928:—			
Ordinary	119,512		
Extraordinary	5,717		
		125,229	
Estimated Expenditure 1st October, 1928, to 31st March, 1929:—			
Ordinary "A"	193,315		
Extraordinary "B"	7,740		
		201,055	
			326,284
			7,071
Estimated Surplus at 31st March, 1929			
Estimated Revenue from 1st April, 1929, to 31st March, 1930:—			
Ordinary	250,988		
Grant-in-Aid	43,500		
Reimbursement Trans-Jordan Frontier Force	24,012		
			318,500
			325,571
Estimated Expenditure 1st April, 1929, to 31st March, 1930:—			
Ordinary "C"	310,650		
Extraordinary "D"	14,750		
			325,400
Estimated Surplus at 31st March, 1930			£P 171

"A" includes £25,318 being one-sixth of the Trans-Jordan Frontier Force Ordinary Expenditure Estimate for 1928.

"B" includes £2,466 being one-sixth of the Trans-Jordan Frontier Force Extraordinary Expenditure Estimate for 1928.

"C" includes £23,662 being one-sixth of the Trans-Jordan Frontier Force Ordinary Expenditure Estimate for 1929.

"D" includes £350 being one-sixth of the Trans-Jordan Frontier Force Extraordinary Expenditure Estimate for 1929.

III.

CORRESPONDENCE.

'Iraq.		Nos.
Sub-head D.1.	Defence	1, 3, 4, 6 and 13-18
Sub-head D.2.	Boundary Commission	2, 5, 7, 8, 18, 19
Sub-head D.3.	High Commissioner—Salaries and Expenses	2, 5, 7, 8, 9, 10, 18, 19
Sub-head D.4.	Contribution to 'Iraq Government (Grant-in-Aid) ...	4, 6, 18
Sub-head D.5.	Maintenance of 'Iraq Levies ...	1, 3, 4, 6, 11, 12, 14, 15, 18
Sub-head D.6.	'Iraq Levies—Disability Compensation	18, 20, 21
Sub-head D.7.	British Officials' Compensation	2, 5, 7, 8, 18
Palestine and Trans-Jordan.		
Sub-head E.1.	Defence	1, 3, 13, 22-28
Sub-head E.2.	Trans-Jordan Frontier Force (Grant-in-Aid)	29-35
Sub-head E.3.	Trans-Jordan Administration (Grant-in-Aid)	36-52
Arabia.		
Sub-head F.1.	Sundry Political Expenditure	53-59
Sub-head F.2.	Aden	1, 3, 60-77
Sub-head M.	Appropriations-in-Aid	1, 11, 12, 14, 15, 17, 78
	Extra Receipts	79-85

'IRAQ.

Sub-heads D.1 to D.5 and D.7.

C. 59188/28 [No. 5].

No. 1.

COLONIAL OFFICE

to

AIR MINISTRY.

[*Answered by No.* 3.]

Downing Street, 19th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Treasury Circular No. 21a/28 dated 1st October, 1928, regarding the preparation of the Civil Estimates for the year ending 31st March, 1930, and to enquire whether an estimate can be given of the amounts to be inserted in the draft Estimate of the Vote for Colonial and Middle Eastern Services, 1929, in respect of the following services:—

'*Iraq* (a) Defence.
(b) Maintenance of Native Levies.

Palestine and Trans-Jordan—Defence.

Aden—Protectorate Levies.

As the Council are aware, the provision in respect of "Defence" in 'Iraq and Palestine represents the excess cost of the British Forces stationed in those territories, over the cost of such Forces if stationed in Great Britain.

2. The Council are also aware that the total sum to be provided for 'Iraq for the year in question is to be limited to £500,000, out of which amount the sums required for the 'Iraq Boundary Commission, 'Iraq High Commission, Native Levies Disability Compensation and British Officials Compensation, together with any subvention for the 'Iraq Army which may be decided upon, have to be found.

3. Mr. Amery hopes that, in view of the saving to be effected in 1929 by (*a*) the departure of the Indian troops, for which the sum of £76,000 was provided in the Estimates of the current financial year, (*b*) a reduction which, he understands, may be

effected in the number of Air Force Squadrons operating in 'Iraq, and (c) the transfer of the administration of the Levy Force to the Air Ministry, the total sum required for 'Iraq Services will not exceed the sum of £500,000 mentioned above.

4. The Secretary of State assumes that the detailed estimates of the 'Iraq Levies will be submitted to the Air Council by the Air Officer Commanding in 'Iraq, and that those for the Aden Protectorate Levies will be similarly rendered to your Department.

5. As the Lords Commissioners of the Treasury require a provisional Estimate of the Vote for Colonial and Middle Eastern Services to be rendered by the 1st of November, I am to ask that the information required in respect of the above Services may be furnished by say the 25th of October.

6. At the same time, I am to add that Mr. Amery will be glad if an estimate can also be furnished of the amount which it is anticipated will be received in 1929 in respect of Sales of Buildings, Stores, Equipment, Fines, &c., in connection with the 'Iraq Levy Force.

7. I am also to take this opportunity to enquire whether the Council are aware of any cases, additional to those referred to in the enclosed copy of a letter addressed by this Department to the Treasury on 31st of October last,* and also the case of Captain R. Edwards who was injured in Baghdad in October, 1927, in which there is likely to be a contingent liability for the payment of disability compensation in 1929.

I am, &c.,
O. G. R. WILLIAMS.

C 58087/28 [No. 1].

No. 2.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.15 a.m., 24th October, 1928.)

TELEGRAM.

No. 530. 24TH OCTOBER. Following are estimates of expenditure 1929-1930.
(*a*) High Commission moiety £24,900.
(*b*) British Officials' Compensation £500.
(*c*) Boundary Commission. No expenditure this year. Suggest £3,000 should again be provided.

Detailed estimates of (*a*) follow.

C. 59188/28 [No. 11].

No. 3.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 26th October, 1928.

SIR,

IN reply to your letter of the 19th instant,† I am commanded by the Air Council to request you to be so good as to inform Mr. Secretary Amery that provisional estimates of the amounts to be provided in 1929 for 'Iraq Defence and for the 'Iraq Levies were given to the Treasury in this Department's letter of the 18th instant relating primarily to the question of the continuance and amount of the subsidy to the 'Iraq Army. A copy of this letter was sent to your Department on the 18th instant, and the Air Council cannot, at the moment, furnish any more precise estimates than those contained therein. The Air Officer Commanding, 'Iraq, was requested a month ago to furnish detailed estimates of the expenditure and receipts in connection with the 'Iraq Levies, and when these are received further particulars will be communicated to you.

2. As regards paragraph 2 of the letter under reply, I am to remind you that the sum of £500,000 referred to was intended to cover only the cost of defence services and the moiety of the cost of the High Commissioner and his staff. It was found possible to include in the current year's total of £620,000 the other small items for the Boundary Commission and British Officials Compensation referred to,

* No. 16 in Middle East No. 19. † No. 1.

and the Council have little doubt that these can similarly be included in the total of £500,000 for next year, but they consider it desirable to reserve freedom to regard these items as additional services for which separate provision might be required.

3. The additional cost of maintenance of the Royal Air Force in Palestine and Trans-Jordan in 1929 is estimated at £23,000, but, in addition, expenditure on capital works is estimated at £10,000 for Palestine and £17,000 for Trans-Jordan; it is to be observed that in Treasury letter of the 31st May, 1927, the view was expressed that capital expenditure of this nature should, in the case of 'Iraq, be regarded in principle as a liability of the 'Iraq Government, and presumably the sums above should be deemed part of the " extra cost " in the case of Palestine and Trans-Jordan, making a total of £50,000.

4. The cost of the Aden Protectorate Levies in 1929 has not yet been estimated in detail, and the Council are awaiting information from the Commanding Officer, Royal Air Force, Aden, on this subject, but there is every reason to presume that the provision required in 1929 will not exceed £20,000, and the Council suggest that this sum should be taken as a provisional estimate.

5. In reply to paragraph 7 of your letter under reply, I am to state that the Air Council are not aware of any contingent liability for payments of disability compensation other than those referred to by you.

I am, &c.,
H. McANALLY.

C. 58546/28 [No. 2].

No. 4.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 6.]

Downing Street, 29th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. Hopkins' letter No. S. 17977/06 dated 7th February, 1928,* conveying the sanction of the Lords Commissioners of the Treasury to the proposal whereby the amount to be provided in the Estimate of the Vote for Colonial and Middle East Services in respect of expenditure to be incurred in 'Iraq, exclusive of Appropriations-in-Aid, should not exceed £620,000 in 1928 and £500,000 in the immediately succeeding years and to request you to inform Their Lordships that Mr. Amery has had under consideration the question of the amounts to be inserted in the draft Estimate of the Vote for the financial year 1929 for the various services to which reference is made in the letter under reference.

2. I am to invite Their Lordships' attention to Air Ministry letter (Secret) dated 18th October,† on the subject of the continuance and amount of the British subsidy to the 'Iraq Army, from which it will be observed that the Air Council anticipate that the extra cost of the Royal Air Force in 'Iraq next year will be approximately £200,000 and that the cost of the 'Iraq Levies will also be approximately £200,000. Subject to Their Lordships' concurrence it is proposed to insert the sum of £200,000 in each case as the provisional amount required in respect of each of the services in question.

I am to take this opportunity to acknowledge the receipt of Sir R. Hopkins' letter No. S. 33286 of the 20th October,‡ regarding the terms of a draft telegram to be sent to the High Commissioner for 'Iraq relative to the continuation of the subsidy referred to above, and to state, for the information of Their Lordships that, in view of the letter under acknowledgment, the sum of £67,500, being the sterling equivalent of Rs.9 lakhs, has been inserted in the draft Estimate of the Vote in question as a provision to meet the contribution to the 'Iraq Government to assist in the maintenance of the 'Iraq Army (Grant-in-Aid) for the twelve months March, 1929, to February, 1930, inclusive, the instalments of the subsidy being paid monthly in arrear.

I am to add that separate communications are being addressed to the Treasury in regard to the provision to be made in respect of certain other services in 'Iraq.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 1 in Middle East, No. 19.

† C. 58504/28 [No. 22] : not printed. ‡ C. 58504/28 [No. 23] : not printed.

C. 58087/28 [No. 2].

No. 5.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 8.]

Downing Street, 29th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to transmit herewith, to be laid before the Lords Commissioners of the Treasury, a copy of a telegram* which has been received from the High Commissioner for 'Iraq with regard to the provision to be made for the contribution to the salaries and expenses of the High Commissioner in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929, from which it will be observed that the anticipated amount required to meet the contribution in question is £24,900. I am to state that, subject to Their Lordships' concurrence, it is proposed to insert a sum of £24,900 provisionally in the draft Estimate under reference pending the receipt and examination of the detailed local estimates.

2. With regard to the amount estimated to be required to meet the payment of compensation to British officials in the service of the 'Iraq Government, who were not offered contracts under the Anglo-'Iraq Treaty, Their Lordships will be aware from the correspondence ending with Sir R. Scott's letter No. E. 15807 dated 25th February, 1928,† that liability for such payments is one which is decreasing with the effluxion of time, and I am accordingly to request that Their Lordships may be pleased to sanction the provision of the sum of £500 to meet such claims as may arise during the financial year 1929 in connection with this expiring liability.

3. I am now to invite Their Lordships' attention to Sir J. Shuckburgh's letter dated 14th November, 1927,‡ regarding the provisional insertion of the sum of £3,000 in the draft Estimate of the Vote for Colonial Services for the financial year 1928 as a re-vote in respect of His Majesty's Government's share of the cost of the 'Iraq-Syrian Boundary Delimitation Commission, and to state, for the information of Their Lordships that, pending the outcome of certain proposed discussions between His Majesty's Government and the French Government regarding modifications to be made in various sections of the boundary between the French and British mandated territories of Syria, Palestine and 'Iraq, the final frontier line cannot be delimited on the ground. I am to add, however, that there is reason to hope that the delimitation will be commenced before the end of the next financial year. The sum of £3,000 has accordingly been inserted in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929 as a re-vote for this service.

I am, &c.,
O. G R WILLIAMS.

C. 58546/28 [No. 5].

No. 6.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 14.]

(S. 17977/07.)

Treasury Chambers, 3rd November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 29th October, 1928,§ relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of 'Iraq.

In reply I am to request you to inform Mr. Secretary Amery that My Lords sanction the following amounts:—

	£
Defence (Extra cost of Royal Air Force)	200,000
'Iraq Levies	200,000
'Iraq Army Subsidy	67,500

subject to such modification as may be found necessary in the light of more detailed information or of developments in 'Iraq.

I am, &c.,
R. V. NIND HOPKINS

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* No. 2. † No. 21 in Middle East No. 19. ‡ No. 3 in Middle East No. 19.
§ No. 4.

C. 58087/28 [No. 3].

No. 7.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 5th November, 1928.)

(No. 1213.)

The Residency, Baghdad, 27th October, 1928.

SIR,

I HAVE the honour to refer to my telegram No. 530 dated the 24th of October, 1928,* regarding the budget estimates for the financial year 1929-30.

2. I now forward detailed estimates† of the High Commission showing that provision has been made for an expenditure during 1929-30 of Rs. 6,64,000 or, at 1s. 6d. to the rupee, £49,800, a reduction of £200 on the estimate for the current year (1928-29). The moiety chargeable to His Britannic Majesty's Government is therefore Rs. 3.32,000 or £24,900.

3. Consequent upon the transfer of the control of the 'Iraq Levies to the Air Officer Commanding, it is anticipated that certain reductions in staff will be possible in the near future and certain posts have been abolished in the next year's budget. The resultant savings, however, are more than offset by the normal increments due to the remaining staff and the provision of my successor during the period of leave which I am to enjoy preparatory to retirement.

4. In addition, I have thought it necessary to increase the provision for "Telegrams" (Article 65) which, in the present state of affairs, I see no immediate prospect of reducing.

5. As against these increases the provisions for "Secret Service" (Article 68) and "Maintenance of the Residency" (Article 71) have been reduced.

6. Provision has been made for regrading the post of Consular Secretary in anticipation of the recommendation made in my Confidential despatch dated the 4th of August, 1928,‡ being approved.

7. In connection with "Mechanical Transport" (Article 69) provision has been made for the payment to certain members of my staff of a house-to-office conveyance allowance. The payment of this allowance was approved in your despatch No. 225, dated the 20th of March, 1928,§ up to the 31st of March, 1929, but I strongly recommend the continuance of the allowance. The conditions justifying this allowance still obtain. Whenever it is necessary to renew the lease of quarters for the staff, the possibility of securing alternative accommodation within a reasonable distance of the Secretariat is carefully explored, but if anything the position becomes worse. As you are aware, there are no travelling facilities in Baghdad other than by private hire of a conveyance and accordingly I hope you will approve my recommendation.

8 With regard to item (*b*) of my telegram under reference "Compensation to British Officials," an amount of £1,000 was provided in the estimates of the current year 1928-29 and, although no payment has so far been made against this provision, I anticipate that two claims will fall for consideration before the 31st of March, 1929. Even so there will be a saving on the provision made and I consider that for the next financial year (1929-30) £500 will suffice.

9. In regard to item (*c*) of my telegram, "Boundary Commission," no payments have so far been made nor does it seem likely that any will be made before the 31st of March, 1929, against the provision of £3,000 for the current year 1928-29. In these circumstances I recommend that the provision be repeated in the estimates for the year 1929-30.

10. Apart from these special features, the minor increases or decreases have been explained by marginal notes and the budget has been prepared with full regard to economy and the approved establishment.

I have, &c.,
H. DOBBS,
High Commissioner for 'Iraq.

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* No. 2 † *See* Part II. ‡ C. 58485/28 [No. 1]: not printed.
§ C. 58279/28 [No. 2]: not printed.

C. 58087/28 [No. 5].

No. 8.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 9.]

(S.33691.) Treasury Chambers, 9th November, 1928.

SIR,

IN reply to Mr. Williams' letter of the 29th October, 1928,* I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform Mr. Secretary Amery that They sanction the following provisions being made in the Estimate for Colonial and Middle Eastern Services, 1929:—

'Iraq.	£
High Commission	24,900*a*
British Officials Compensation...	500
Boundary Commission	3,000

a Subject to examination of the detailed estimates.

I am, &c.,
R. V. NIND HOPKINS

C. 58087/28 [No. 4].

No. 9.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 10.]

Downing Street, 14th December, 1928.

SIR,

I AM directed by Mr. Secretary Amery to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury, a copy of a despatch† which has been received from the High Commissioner for 'Iraq enclosing a detailed estimate of the salaries and expenses of his staff for the year 1929-30, and to offer the following observations thereon.

2. The details of the estimate have been examined in this Department and the rates of pay have been checked as far as possible and found to be correct, with the exception of the sum of Rs. 18,000 included from the Consular Secretary (Item 10). The salary in this case has been inserted on the assumption that Mr. Empson would be promoted to Grade III with effect from the 1st September, 1928, at the commencing salary of Rs. 1,450 per mensem. In view, however, of Sir R. R. Scott's letter of the 14th November, No. E. 7556/4,‡ a sum of Rs. 17,400 only will be required during 1929-30.

3. It will be observed that a sum of Rs. 19,000 has been inserted under Item 12 for the salary of Sir G. Clayton while acting as High Commissioner pending the retirement of Sir H. Dobbs at the expiration of his leave early in June next. In this connection, I am to invite attention to Sir R. R. Scott's letter of the 10th August last, No E. 8992/2,§ and also to Colonial Office letter of the 20th October, 1928‖. On present information the amount likely to be required for this service is Rs. 19,175 but no doubt it will be possible for the small difference between this amount and the figure actually inserted in the Estimate to be met from savings.

4. Their Lordships will note that, as the result of the transfer of control of the 'Iraq Levies to the Air Officer Commanding, Sir H. Dobbs has found it possible to abolish certain subordinate posts and that he hopes to be able to effect further reductions in the subordinate staff in the near future. Reductions have also been made in the provision for secret service (Item 68) and the maintenance of the Residency (Item 71) but the High Commissioner has found it expedient to increase by Rs. 5,000 the provision for Postage and Telegrams (Item 65). Mr. Amery is satisfied that this increase is justified having regard to the actual expenditure during the past few years and the improbability of the volume of telegraphic correspondence falling off in the near future.

5. With regard to paragraph 7 of the High Commissioner's despatch, I am to explain that provision was included in estimates of previous years for the payment of

* No. 5. † No. 7. ‡ P.F. 19170 Middle East: not printed.
§ C. 58458/28 [No. 4]: not printed. ‖ C. 58458/28 [No. 23]: not printed.

a small allowance to certain members of his staff towards the cost of their conveyance from their quarters to the Secretariat. The only quarter in which officers of the High Commission can secure suitable accommodation is in an area at a distance of two and a-half miles from the Secretariat. The road connecting the quarter with the office is not a good one and is almost impossible in wet weather, and heavy wear and tear is suffered by the private cars of the officers concerned in travelling to and from the quarters provided for them and the office. Further, it is customary for an official owning a motor car to utilise it frequently on High Commission business, such as moving to and from the various offices of the 'Iraq Government and elsewhere, which is a convenient and economical arrangement. As it appears that the circumstances in which this allowance was first granted still obtain, Mr. Amery proposes, subject to Their Lordships' concurrence, to sanction its continuance during the year 1929-30.

6. The total amount estimated to be required during the year is Rs. 6,64,000 or £49,800 converted at the rate of 1s. 6d. to the Rupee, which shows a net saving of £200 on the estimate for the current year. While Mr. Amery is of the opinion that the provision under one or two items, *e.g.*, 68 (Secret Service) and 71 (Maintenance of Residency) may prove to be on the liberal side, he is satisfied that the estimate on the whole is not unreasonable and is not susceptible to further reduction on present information. He therefore desires without prejudice to the negotiations now proceeding with the 'Iraq Government for the revision of the Financial Agreement, to recommend the acceptance of the estimate at the total of £49,800 for Their Lordships' approval, a moiety of this amount being met by His Majesty's Government, for which purpose the sum of £24,900 was inserted provisionally under Sub-head D. 3 of the Estimate of the Vote for Colonial and Middle Eastern Services, 1929-30.

7. In connection with paragraph 8 and 9 of Sir H. Dobbs' despatch I am to invite reference to Sir R V. Nind Hopkins' letter of the 9th November, 1928, No S. 33691.*

I am, &c.,
O. G. R. WILLIAMS.

C. 58087/28 [No. 7]

No. 10.

TREASURY to COLONIAL OFFICE.

(E. 7586/4.) Treasury Chambers, 8th January. 1929.

SIR,

IN reply to Mr. Williams' letter of the 14th ultimo† relative to the cost of the establishment of the High Commissioner for 'Iraq during 1929, I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform the Secretary of State for the Colonies that They sanction the provision of the sum of £24,900 as a contribution in respect of the High Commissioner's establishment in the Colonial and Middle Eastern Services Estimate for 1929.

I am, &c.,
H. E. FASS.

C. 58546/28 [No. 7].

No. 11.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 14.]

(S. 33127.) Treasury Chambers, 19th January, 1929.

SIR,

I AM directed by the Lords Commissioners of His Majesty's Treasury to send herewith a copy of correspondence with the Air Ministry relative to the accounting arrangements to be followed in connection with the stores taken over by the Air Ministry from the 'Iraq Levies.

My Lords propose to make provision for £30,000 as an appropriation-in-aid of the Vote for Colonial and Middle Eastern Services 1929 and they will be glad to learn that Mr. Secretary Amery concurs.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 8. † No. 9.

Enclosure 1 in No. 11.

Air Ministry, London, W.C.2, 7th January, 1929.

SIR,

I AM commanded by the Air Council to refer to Treasury letter of the 30th April, 1928, No. S. 33127,* to the Colonial Office, approving the transfer of the administration of the 'Iraq Levies to this Department.

As a result of this arrangement Levy stocks of a value of approximately £55,000 have been transferred to the Royal Air Force and Levy requirements are being met by issues from the general Royal Air Force stock.

The value of the transferred stores (£55,000) will fall as a charge against Air Votes in the current year. Normally, any issues by the Royal Air Force to the Levy Force would be on a repayment basis, but, as the Levy subhead of the Vote for Middle East Services has already been charged in past years with the value of the transferred stores, and as no provision for the re-purchase of these stores has been made in Colonial Office estimates for the current year, it would appear difficult to justify re-issues to the Levies on a normal repayment basis.

After consultation with the Colonial Office the Council consider that the necessary adjustments could more correctly and conveniently be effected through the medium of a Replacement Suspense Account. The payment of £55,000 due from Air Votes would be placed to the credit of this account and the value of any stores issued from Royal Air Force stocks to the Levy forces would, provided that they were of similar categories to the transferred stores, be debited to the same account.

In accordance with the usual procedure the Replacement Suspense Account would be kept open until the close of the financial year 1929, when any unexpended credit would fall due for surrender as an Appropriation-in-Aid subhead of Middle East Vote.

The Colonial Office are in agreement with the suggested method of adjustment and I am accordingly to request that Their Lordships may be moved to sanction the foregoing proposals.

I am, &c.
H. MCANALLY.

The Secretary,
Treasury,
S.W.1.

Enclosure 2 in No. 11.

Treasury Chambers, 17th January, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. McAnally's letter of the 7th instant relative to the transfer of the administration of the 'Iraq Levies to the Air Council.

My Lords note that stores to the value of £55,000 approximately are being taken over, and I am to request you to inform the Air Council that They approve the proposal to adjust the matter between Air Votes and the Vote for Colonial and Middle Eastern Services through the medium of a Replacement Suspense Account Under this arrangement the payment of £55,000 due from Air Votes would be placed to the credit of this account and the value of any stores issued from Royal Air Force stocks to the Levy forces would, provided that they were of similar categories to the transferred stores, be debited to the same account.

The suspense account should be kept open until the close of the financial year 1929, when any unexpended credit would be surrended as an Appropriation-in-Aid of the Vote for Colonial and Middle Eastern Services 1929

I am, &c.,
R. V. NIND HOPKINS.

The Secretary,
Air Ministry.

C. 58546/28 [No. 8].

No. 12.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 29th January, 1929.

SIR,

WITH further reference to your letter of the 19th October, 1928,† I am commanded by the Air Council to inform you that it is estimated that the net provision necessary to meet the cost of the 'Iraq Levies during the financial year 1929 is £162,000 (one hundred and sixty-two thousand pounds)

The gross cost, including repayment to the Royal Air Force for stores and services supplied, is estimated at £194,000, but in accordance with the provisions of Treasury letter of the 17th instant, No. S. 33127,* issues of stores by the Royal Air Force of the same categories as those taken over from the Levies may be charged to replacement suspense accounts, and the estimated charges to those accounts in respect of issues in 1929 amount to £20,000, thus reducing the amount to be provided in Sub-head D.5 of the Vote for Colonial and Middle Eastern Services to £174,000 (one hundred and seventy-four thousand pounds).

The balances on the replacement suspense accounts at the 31st March, 1930, are estimated to amount to £11,500 and the amount receivable from sales of stores, fines, &c., at £500, so that the appropriations-in-aid will reach a total of £12,000 (twelve thousand pounds).

The establishment of the Force is 26 British Officers and 14 British warrant and non-commissioned officers, 44 native officers, 1,870 other ranks, 32 clerical staff, 53 horses, 505 mules. In addition there are attached 2 Assistant Surgeons and 5 Sub-Assistant Surgeons from the Indian Medical Service and 2 Veterinary Sub-Assistant Surgeons.

I am, &c.,
H. MCANALLY.

* C. 58262/28 [No. 8]: not printed. † No. 1.

C. 69058/29 [No. 1].

No. 13.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 1st February, 1929.

SIR,

WITH further reference to your letter of the 19th October last,† I am commanded by the Air Council to inform you that it is estimated that the extra cost of the Royal Air Force in 'Iraq in 1929 over and above the cost of maintaining the same force in Great Britain is £212,000 and that it is estimated that capital expenditure on buildings will be incurred to the amount of £18,000. The amount, therefore, to be provided from the Vote for Colonial and Middle Eastern Services for payment to Air Votes in respect of the Royal Air Force in 'Iraq is £230,000.

2. Similarly the provision to be made in 1929 in respect of the Royal Air Force in Palestine and Trans-Jordan is estimated at £48,000 including £25,000 for capital expenditure on buildings, details of which have already been supplied semi-officially to your Department. It is, however, understood that the question of the inclusion of expenditure of this nature in the contribution in respect of Palestine and Trans-Jordan is still under discussion with the Treasury.

3. I am to ask that as soon as possible this Department may be informed of the provision which is being made in the Vote for Colonial and Middle Eastern Services in respect of the above services.

4. I am to suggest that a sum of £2,000 should be included in the Defence Sub-head for 'Iraq to cover any arrear charges that may be made in respect of the Indian Troops until recently in that country.

5. A separate communication will be sent to you regarding the provision necessary for the Aden Protectorate Levies.

I am, &c.,
H. MCANALLY.

C. 58546/28 [No. 10].

No. 14.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 15.]

Downing Street, 2nd February, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. Nind Hopkins' letter of the 3rd November, 1928, No. S. 17977/07,‡ relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of 'Iraq,

* Enclosure 2 in No. 11. † No 1. ‡ No. 6.

and to enclose, for the information of the Lords Commissioners of the Treasury, a copy of a letter dated the 29th of January, 1929,* which has been received from the Air Ministry, in which the Council now estimate that the provision required under Sub-head D.5, Maintenance of 'Iraq Levies, at £174,000 in place of the sum of £200,000 provisionally inserted.

2. Their Lordships will observe also that the amount to be inserted under Appropriations-in-Aid in respect of sale of stores, fines, &c., in connection with Sub-head D.5, is now estimated at £12,000, which includes the sum of £11,500 in respect of the balance on the Replacement Suspense Account at the 31st of March, 1930. In this connection, I am to refer to Sir R. Nind Hopkins' letter No. S. 33127 of the 19th January.†

3. Having regard to the fact that the estimated charge to the Suspense Account in 1929 is £20,000, Mr. Amery assumes that the original value of the stores transferred from the Levies to Royal Air Force stock, namely, £55,000, is probably an over-estimate, but he is in communication with the Air Ministry on this point, and a further communication will be addressed to Their Lordships when the value of issues during the current financial year from the Suspense Account has been ascertained.

4. I am to add that a further communication will also be made to Their Lordships in regard to the provision required under Sub-head D.1, Defence, which was provisionally estimated at £200,000, but which Mr. Amery understands is likely to be increased to £220,000. He is awaiting a further communication from the Air Council on this subject.

I am, &c.,
O. G. R. WILLIAMS.

C. 58546/28 [No. 12].

No. 15.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 17.]

(S. 17977/07.)

Treasury Chambers, 9th February, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 2nd February, 1929,‡ further relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of 'Iraq.

In reply I am to request you to inform Mr. Secretary Amery that My Lords sanction the provision of £174,000 in respect of the 'Iraq Levies (Sub-head D.5) and of £12,000 as Appropriations-in-Aid in respect of this sub-head. They note that of the latter amount £500 is on account of the sales of stores, &c., and £11,500 represents the anticipated balance of the Replacement Suspense Account authorised by Treasury letter of 19th January, 1929 (S. 33127).†

My Lords note that it is anticipated that it will be necessary to increase the provision under Sub-head D from £200,000 to £220,000.

I am, &c ,
R V. NIND HOPKINS.

C. 69058/29 [No. 2].

No. 16.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 18.]

Downing Street, 9th February, 1929.

SIR,

WITH reference to the letter from this Department of the 29th October, 1928,§ wherein a provisional figure of £200,000 was suggested for insertion in the vote for Colonial and Middle Eastern Services for 1929 in respect of the extra cost of the Royal Air Force in 'Iraq, I am directed by Mr. Secretary Amery to request you to

* No. 12. † No. 11. ‡ No. 14. § No. 4.

inform the Lords Commissioners of the Treasury that the Air Ministry have now given a revised figure of £230,000 for this Service, and have also suggested the inclusion under the same Sub-head of a further £2,000 to cover any arrear charges that may be made in respect of the Indian Troops until recently in 'Iraq.

Mr. Amery therefore proposes, subject to Their Lordships' approval, to insert the sum of £232,000 under 'Iraq Sub-head D.1—Defence, to meet the cost of the above services.

I am, &c.,
R. A. WISEMAN.

C. 69058/29 [No. 4].

No. 17.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 18.]

Downing Street, 13th February, 1929.

SIR,

WITH reference to the Colonial Office letter of the 9th February* regarding the revised figure to be inserted in the Vote for Colonial and Middle Eastern Services for 1929 in respect of the extra cost for the Royal Air Force in 'Iraq, I am directed by Mr. Secretary Amery to observe that the revised figure therein suggested will cause the total of the 'Iraq sub-heads of the Estimates to be £2,500 in excess of £500,000. If, however, Items D.2 (Boundary Commission), £3,000, which will be a Re-vote, D.6 (Levies Disability Compensation), £600, and D.7 (British Officials Compensation), £500, can be regarded as not falling strictly within the categories of expenditure which it was contemplated should be limited to a maximum of £500,000, the provision to be made in the 1929 Estimates will fall well within that maximum.

2. It will, moreover, be noted that there will be an Appropriation-in-Aid (£12,000) in respect of Sub-head D.5 (Levies)—*vide* Treasury letter No. S. 17977/07 of the 9th February.†

I am, &c.,
O. G. R. WILLIAMS.

C. 69058/29 [No. 8].

No. 18.

TREASURY to COLONIAL OFFICE.

(S.17977/07.)

Treasury Chambers, 20th February, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Wiseman's letter of the 9th February, 1929,* and Mr. Williams' letter of the 13th February, 1929,‡ further relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of 'Iraq, and I am to request you to convey to Mr. Secretary Amery the following reply:—

My Lords note that the "extra cost" of the Royal Air Force in 'Iraq in 1929-30 is now estimated at £230,000, to which must be added £2,000 to cover arrear charges in respect of the Indian troops until recently in 'Iraq. This makes the provision to be made under Sub-head D.1 £232,000, and the total for 'Iraq, excluding Appropriations-in-Aid, £502,500, which is in excess of the total approved in Treasury Letter 7th February, 1928 (S.17977/06).§

Their Lordships recognise, however, that the unforeseen difficulties which have been experienced in connection with the Military and Financial Agreements have affected the situation, and in these circumstances and on the understanding that every effort will be made to keep expenditure in 1930 as low as possible, My Lords will not call for any curtailment of the main provision proposed. They have, however, caused

* No. 16. † No. 15. ‡ No. 17. § No. 1 in Middle East No. 19.

the provision to be made in Sub-head D.2 ('Iraq Boundary Commission—Revote) to be reduced to the nominal figure of £100, in view of the doubt whether the work will be carried out in 1929. They accordingly sanction the estimate as follows:—

Sub-head.		£
D.1.	Defence	232,000
D.2.	Boundary Commission	500
D.3.	Contribution in respect of the High Commissioner ...	24,900
D.4.	Contribution to 'Iraq Government to assist in maintenance of the 'Iraq Army	67,500
D.5.	'Iraq Levies	174,000
D.6.	Do. Compensation	600
D.7.	British Officials' Compensation	500
		£500,000

I am, &c.,
R. V. NIND HOPKINS.

C. 69058/29 [No. 12].

No. 19.

TREASURY to COLONIAL OFFICE.

(S.17977/07.)

Treasury Chambers, 4th March, 1929.

SIR,

I AM directed by the Lords Commissioners of His Majesty's Treasury to advert to Treasury Letter of 20th February (S.17977/07)* on the subject of the provision for 'Iraq Services in the Estimate for Colonial and Middle Eastern Services, 1929, and to request you to inform Mr. Secretary Amery that on further consideration They consider it desirable to provide a sum of £500 for the 'Iraq Boundary Commission (Sub-head D.2), instead of £100 authorised by the above-mentioned letter. The total provision for 'Iraq Services, 1929, will therefore amount to £500,000.

I am, &c.,
G. C. UPCOTT.

Sub-head D.6. 'Iraq Levies—Disability Compensation.

C. 59188/28 [No. 17].

No. 20.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 21.]

Downing Street, 29th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to the correspondence ending with Sir R. Hopkins' letter No. S.23929 of the 7th November, 1927,† regarding the provision of the sum of £600 in the Estimate for Colonial and Middle Eastern Services for the year 1928, subsequently amended to £625, *vide* Treasury letter No. S.17977/06 of the 7th February, 1928,‡ and to state that, subject to the approval of The Lords Commissioners of the Treasury, it is proposed to insert a sum of £600 in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929, to meet disability compensation and retired pay to British officers and men lately serving with the 'Iraq Levies.

2. This provision is required to meet awards amounting to £442 per annum, which it is anticipated will come in course of payment in 1929 in respect of the particular cases to which the attention of Their Lordships was called in Sir J. Shuckburgh's letter of the 31st October, 1927,§ and a contingent liability for disability compensation estimated to amount to £30 per annum, which may be awarded in the

* No. 18. † No 17 in Middle East No. 19. ‡ No. 1 in Middle East No. 19.
§ No. 16 in Middle East No. 19.

case of an officer, Captain R. Edwards, Rifle Brigade, who was injured in Baghdad in October, 1927, and who is at present in receipt of half pay from Army funds.

3. Mr. Amery has carefully considered the present position of the various cases under reference, and is of the opinion that, in view of the latest reports in each case, provision should be made to meet probable liabilities amounting to £472 per annum. In order to meet claims in respect of such further cases as may arise, I am to suggest that a further sum of £128, making a total of £600 as proposed above, should be provided for this service.

I am, &c.,
O. G. R. WILLIAMS.

C. 59188/28 [No. 18].

No. 21.

TREASURY to COLONIAL OFFICE.

(S. 23929.)

Treasury Chambers, 3rd November, 1928.

SIR,

IN reply to Mr. Williams' letter of the 29th October, 1928,* I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform Mr. Secretary Amery that They sanction the proposal to insert a sum of £600 in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929, to meet disability compensation and retired pay to British officers and men lately serving with the 'Iraq Levies.

I am, &c.,
R. V. NIND HOPKINS.

PALESTINE AND TRANS-JORDAN.

Sub-head E.1. Defence.

C. 59196/28 [No. 2].

No. 22.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 23.]

Downing Street, 31st October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir George Barstow's letter of the 5th April, 1927, No. S. 28724/2,† relative to the contribution to be made by the Government of Palestine towards the cost of the British forces stationed in Palestine and Trans-Jordan, and to transmit herewith, to be laid before the Lords Commissioners of the Treasury, an extract from Air Ministry letter to the Colonial Office dated 26th October,‡ from which Their Lordships will observe that the additional cost of maintenance of the Royal Air Force in Palestine and Trans-Jordan in 1929 is estimated at £23,000 and that, in addition, expenditure on capital works is estimated to amount to £10,000 for Palestine, and £17,000 for Trans-Jordan.

2. I am to state that, subject to the concurrence of Their Lordships, Mr. Amery proposes to cause the sum of £23,000 only to be inserted in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929 to meet the cost of this service, the basis of computation of this sum being the same as that on which provision was made in the corresponding Votes for 1927 and 1928. Mr. Amery does not consider that the expenditure on Capital works, which has hitherto been excluded from the computation of excess cost, should now fall as a charge against the appropriate Vote administered by his Department. Moreover, as Their Lordships are aware, the provision in question is counterbalanced by an Appropriation-in-Aid of the Vote of a like amount, as representing the sum recoverable from the Palestine Government as a contribution towards the excess cost of the British forces stationed in Palestine and Trans-Jordan over the cost of such forces if stationed in Great Britain.

3. Mr. Amery does not consider that it would be equitable to require the Palestine Government to refund expenditure on Capital works over which they have no control. I am, therefore, to request that Their Lordships may be pleased to authorise the inclusion of a sum of £23,000 under Palestine and Trans-Jordan Subhead E. 1—Defence,

* No. 20. † No. 53 in Middle East No. 15. ‡ No. 3.

as a provision to meet the additional cost of maintenance of the Royal Air Force in 1929, such provision to be offset by the insertion of a like amount under Appropriations-in-Aid, being the contribution of the Government of Palestine towards the cost of this service.

I am, &c.,
O. G. R. WILLIAMS.

C. 59196/28 [No. 4].

No. 23.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 24.]

(S. 28724/3.)

Treasury Chambers, 30th November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 31st October,* relative to the contribution to be made by the Government of Palestine towards the cost of the British Forces stationed in Palestine and Trans-Jordan in 1929.

In reply I am to request you to inform Mr. Secretary Amery that My Lords are unable to agree that the fact that the Palestine Government will have no control over capital works carried out by the Royal Air Force affords sufficient reason for not including the cost of the works in the " excess cost " of the Royal Air Force which is in all respects independent of the local Government. They concur, therefore, in the proposal made by the Air Council that Palestine should bear the actual cost of the capital works proposed for 1929, estimated at £27,000 (now, They understand, revised to £25,000). Mr. Amery will recall that a share of the capital charges in connection with the Trans-Jordan Frontier Force is borne by His Majesty's Government.

My Lords were unaware that no claim in respect of capital works had been made in the preceding years, but in all the circumstances They will not call for arrears, and They are prepared to agree that the whole of the buildings may be regarded as the property of the local Government and handed over to them when no longer required by the Royal Air Force.

I am, &c.,
R. V NIND HOPKINS.

C. 59196/28 [No. 6].

No. 24.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 25.]

Downing Street. 24th January, 1929.

SIR,

WITH reference to Sir R. Nind Hopkins' letter No. S. 28724/3 of the 30th November, 1928,† relative to the contribution to be made by the Government of Palestine towards the cost of the British Forces stationed in Palestine and Trans-Jordan in 1929, I am directed by Mr. Secretary Amery to transmit to you, to be laid before the Lords Commissioners of the Treasury, the accompanying copy of a letter from the Air Ministry dated 18th May, 1927,‡ which shows the basis upon which the excess of the cost of stationing units of the Royal Air Force in Palestine over the cost in the United Kingdom was calculated. Mr. Amery is not aware that Their Lordships were ever in receipt of a copy of this letter, which shows that capital expenditure was not envisaged by the Air Ministry as falling within the excess cost in question. He would also refer Their Lordships to Sir G. Barstow's letter No. S. 28724/2 of the 5th April, 1927,§ and in particular to paragraph 6 (*e*) which deals with the same subject, and would point out that here again there is no mention of Capital Expenditure, nor was such mentioned in the semi-official discussions antecedent to his agreement with the Chancellor of the Exchequer.

I am further to transmit the accompanying copy of a letter from this Department dated the 10th January, 1928,‖ and a reply from the Air Ministry dated the 24th January, 1928,¶ from which Their Lordships will observe that the 1927 basis of computation referred to above remained unaltered for 1928.

* No 22. † No. 23. ‡ C. 49091/27 [No. 4]: not printed. § No 53 in Middle East No. 15.
‖ No. 60 in Middle East No. 19. ¶ No. 61 in Middle East No. 19.

Mr. Amery, having regard to the fact that repayment of an undefined liability in respect of capital expenditure was never contemplated by him when the agreement referred to was reached, regrets he is unable to agree to its conclusion at the present stage and trusts, therefore, that Their Lordships will be good enough to agree to the payment by Palestine of £23,000 only in 1929 as their contribution to Defence and the provision of a similar sum under the head " Palestine : Defence " of the Colonial and Middle Eastern Services Vote for the next financial year.

I am, &c.,
O. G. R. WILLIAMS.

C. 69038/29 [No. 3].

No. 25.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 26.]

(S. 28724/3.)

Treasury Chambers, 5th February, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 24th January, 1929,* further relative to the contribution to be made by the Government of Palestine towards the cost of the British Forces stationed in Palestine and Trans-Jordan, and I am to request you to convey to Mr. Secretary Amery the following reply :—

My Lords agree that there was no mention of capital expenditure during the discussions leading up to the agreement embodied in Treasury letter, 5th April, 1927, S 28724,† but They have no doubt that the cost of capital works should properly be included in the " excess of the cost of the British Forces stationed in Palestine and Trans-Jordan over what their cost would be if they were stationed in Great Britain." Indeed, it would be contrary to the plain meaning of the words to interpret them otherwise.

The contribution paid by the Palestine Government in respect of 1927-28 was admittedly an arbitrary amount (see paragraph 6 (*d*) of Treasury letter, 5th April, 1927, S./28724), and it was not until 1928-29 that the Palestine Government was to pay the calculated excess cost.

Mr. Amery will recall that the agreement embodied in Treasury letter, 5th April, 1927, was reached at a late stage of the preparation of the Estimates, and in these circumstances and as it was not to take effect with precision until the following year no attempt was made at the time to define precisely the basis upon which the excess cost was to be calculated. In the meantime a similar question arose in connection with 'Iraq : see the following correspondence :—

Air Ministry to Colonial Office, 22nd April, 1927.‡
Colonial Office to Air Ministry, 30th April, 1927.§
Air Ministry to Treasury, 12th May, 1927.
Treasury to Air Ministry, 30th May, 1927. S./17977/D.1/2.
(Copy sent to Colonial Office.‖)

My Lords then interpreted " excess cost " as including the cost of capital works, and in the absence of any objection at the time My Lords must assume that Mr. Amery did not disagree.

As already explained in Treasury letter of 30th November, 1928 (S./28724/3),¶ My Lords were not aware that the sum paid in respect of 1928 did not include a payment in respect of capital works. They readily agreed that arrears in respect of that year should be waived, but They see no adequate reason why payment should not be made in respect of 1929-30 and subsequent years.

Subject therefore to any further observations which Mr. Amery may desire to offer They propose to make provision in the Estimate for Colonial and Middle Eastern

* No. 24. † No. 53 in Middle East No. 15. ‡ C. 49091/27 [No. 2] : not printed.
§ C. 49091/27 [No. 3] : not printed. ‖ C. 49091/27 [No. 5] : not printed. ¶ No. 23.

Services, 1929, for a payment of £48,000 to Air Votes, including a sum of £25,000 for capital works, and a corresponding payment by the Palestine Government as an Appropriation-in-Aid.

A copy of this letter has been sent to the Air Ministry.

I am, &c.,
R. V. NIND HOPKINS

C. 69038/29 [No. 5].

No. 26.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 27.]

Downing Street, 21st February, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. V. Nind Hopkins' letter No. S. 28724/3 of the 5th February* relative to the contribution to be made by the Government of Palestine towards the cost of the British Forces stationed in Palestine and Trans-Jordan, and to state that Mr. Amery has given careful consideration to the representations made by the Lords Commissioners of the Treasury in that letter. Having regard to the present financial position of the Palestine Government, he views with concern the possible consequences of Their Lordships' interpretation of the agreement regarding the excess cost, but, in all the circumstances and without prejudice to the question, which he may feel it necessary to raise as regards expenditure in future years, of fixing a maximum liability, he is prepared to accept the inclusion of capital expenditure in the term "excess cost" on the understanding that such capital expenditure shall relate to works situated in Palestine only and not in Trans-Jordan.

2. He could not, in any case, agree that the Palestine Government should be called upon to pay for buildings and other works situated elsewhere than in Palestine which on being relinquished by the Royal Air Force could be of little, if any, use to the Palestine Government.

3. Mr. Amery would therefore suggest, for Their Lordships' consideration, that, in addition to the figure of £23,000 already inserted in the Colonial and Middle Eastern Services Vote in respect of Palestine Defence, capital expenditure relating to Palestine Works Services, which he understands amounts to £7,500, should also be included, making a total of £30,500, a like sum being included under Appropriations-in-Aid.

4. As Their Lordships are aware, it is proposed that when the Trans-Jordan Agreement comes into force Trans-Jordan also will become liable for "excess cost" in principle, but it is, in Mr. Amery's opinion, unlikely that that Administration will be able to make any payment in fact for some years. In these circumstances, he presumes that Their Lordships would not propose to make provision for the capital expenditure proper to Trans-Jordan, namely, £17,500, in the Estimates for 1929 as this would necessarily increase the Grant-in-Aid to the Trans-Jordan Administration.

I am, &c.,
T. I. K. LLOYD.

C. 69038/29 [No. 6].

No. 27.

TREASURY to COLONIAL OFFICE.

(S. 28724/3.)

Treasury Chambers, 14th March, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Lloyd's letter of the 21st February, 1929,† further relative to the contribution to be made by the Government of Palestine towards the cost of the British Forces stationed in Palestine and Trans-Jordan.

In reply I am to request you to inform Mr. Secretary Amery that in the circumstances represented My Lords are prepared to accept his proposal that the contribution to be made should be limited to the excess cost calculated on the basis employed in respect of 1928-29 plus the actual cost of capital works erected in Palestine but excluding those in Trans-Jordan.

* No. 25. † No. 26.

They have accordingly made provision in the Estimate for Colonial and Middle Eastern Services, 1929, for a payment of £30,500 to Air Votes together with an equal amount to be paid by the Palestine Government and appropriated-in-aid.

I am, &c.,
R. V. NIND HOPKINS.

C. 69038/29 [No. 7].

No. 28.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No. 236.)

Downing Street, 21st March, 1929.

SIR,

I HAVE the honour to refer to the provision made under Head XXII, Defence, of the Palestine Estimates for 1929, viz., £P.31,000, as a contribution to the Imperial Government in respect of the excess cost of the British Forces stationed in Palestine and Trans-Jordan over the cost of such Forces if stationed in Great Britain.

2. As you are aware, in computing the amount of such excess cost account has hitherto been taken only of the cost of maintenance. Capital Expenditure, however, was not expressly excluded by the terms of the original agreement with the Lords Commissioners of the Treasury, and Their Lordships have now expressed the opinion that the cost of capital works should properly be included in the excess cost. The question has been fully discussed with the Treasury in the hope that it would be found possible to relieve Palestine of some part at least of this liability, with the result that it has been agreed that the contribution should be limited to the excess cost calculated on the basis employed in respect of 1928-29 plus the actual cost of capital works erected in Palestine but excluding those in Trans-Jordan.

The details of excess cost are as follows:—

	£
Maintenance	23,000
Capital Works	—
Palestine.	
Ramleh—Alterations and additions to accommodation	6,500
Minor new works services	1,000
	£30,500

	£
Trans-Jordan.	
Amman—Alterations and additions to accommodation	14,500
Bulk Petrol Store	2,000
Minor new works services	1,000
	£17,500

Consequently the total provision which falls to be made in the 1929 Palestine Estimates is £P.30,500 and corresponding provision is being inserted in the Estimate for Colonial and Middle Eastern Services, 1929, for a payment of £30,500 to Air Votes together with an equal amount to be paid by the Palestine Government and appropriated-in-aid.

3. I much regret the necessity of calling upon Palestine to bear this additional expenditure but in face of the strongly expressed opinion of the Lord Commissioners of the Treasury I did not feel that I could do otherwise than defer to their views. My acquiescence is, however, without prejudice to the question, which I may feel it necessary to raise as regards expenditure in future years, of fixing a maximum liability for such services.

4. In view of this explanation you will no doubt cause the necessary modification to be made under Head XXII of the Palestine Estimates for 1929.

I have, &c.,
L. S. AMERY.

Sub-head E.2. Trans-Jordan Frontier Force.

C. 59496/28 [No. 1.]

No. 29.

PALESTINE.

THE OFFICER ADMINISTERING THE GOVERNMENT to THE SECRETARY OF STATE.

(Received 3.36 p.m., 16th October, 1928.)

TELEGRAM.

No. 158 of the 16th October. For the purposes of the Middle Eastern Services Vote 1929 I telegraph the following figures (1) Estimate Trans-Jordan Frontier Force, 1929, recurrent £141,973, extraordinary £2,100 (2) anticipated deficit Trans-Jordan 1929-1930 £47,000, which it is hoped may be reduced by £5,000 in 1930-1931. I expect it will be possible to despatch the Palestine estimates and the Railway estimates by bag week ending 20th October. If not then by bag following week. Trans-Jordan estimates will I hope be despatched in November.

C. 59188/28 [No. 2.]

No. 30.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 5.30 p.m., 17th October, 1928.)

TELEGRAM.

[*Answered by No.* 37.]

No. 44. Treasury require submission of Estimates for next financial year by 1st November. Please telegraph by 25th October:

(*a*) total estimated expenditure on Trans-Jordan Frontier Force from 1st April, 1929, to 31st March, 1930, in order that question of Grant-in-Aid may be considered. See my telegram No. 18 of 12th April.*

(*b*) total estimated revenue and expenditure of Trans-Jordan Administration for 1929-30 and estimated surplus balance as on 31st March, 1929.

Detailed estimates should follow by mail.—AMERY.

C. 59496/28 [No. 2.]

No. 31.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 32.]

Downing Street, 25th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to address you with regard to the provision to be made for the Trans-Jordan Frontier Force (Grant-in-Aid) in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929, and to state for the information of the Lords Commissioners of the Treasury that the Acting High Commissioner for Palestine has reported by telegram that the expenditure on the Force during the year 1929 is estimated to amount to £144,073, of which £141,973 will be required to meet recurrent expenditure, and £2,100 extraordinary expenditure.

2. In accordance with the arrangements made in 1927, five-sixths of the cost of the Frontier Force falls to be borne by the Palestine Government and one-sixth is to be regarded as the Trans-Jordan share of the cost and borne by His Majesty's Government so long as the financial resources of the Trans-Jordan Government are unable to bear the expenditure. Their Lordships will be aware, in view of the correspondence ending with Sir R. Hopkins' letter of the 11th August last, No. S. 9824/06,† that the financial position of Trans-Jordan is such that the share of one-sixth cannot be met from

* C. 44727/27 [No. 8]: not printed. † No. 41 in Middle East No. 19.

revenue in the immediate future, and I am accordingly to state that it is proposed, subject to the concurrence of Their Lordships to insert the sum of £24,000 provisionally in the draft Estimate under reference, being one-sixth of the total estimated expenditure on the Force for the year 1929, pending the receipt and examination of the detailed estimates of the Force, which it is anticipated will be received in the Colonial Office early in November.

3. I am to add that while Mr. Amery is unaware at the moment of the precise nature of the extraordinary expenditure referred to in the Acting High Commissioner's telegram, he considers it probable that the amount in question covers certain repair works at Zerka. The amount has therefore been taken into account in calculating the estimated provision required. I am also to explain that although the figures furnished by the Acting High Commissioner are in respect of the estimated expenditure for the calendar year 1929, the recurrent expenditure for the first quarter of the year 1930 is anticipated to be proportionate to the sum of £141,973 referred to in paragraph 1 above.

I am, &c.,
O. G. R. WILLIAMS.

C. 59496/28 [No. 4.]

No. 32.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 33.]

(S. 33690.)

Treasury Chambers, 3rd November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 25th ultimo* relative to the provision to be made for the Trans-Jordan Frontier Force (Grant-in-Aid) in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929.

In reply I am to request you to inform Mr. Secretary Amery that My Lords concur in his proposal to insert the sum of £24,000 provisionally, being one-sixth of the total estimated expenditure on the Force for the year 1929, pending the receipt and examination of the detailed estimates of the Force.

I am, &c.,
R. V. NIND HOPKINS.

C. 59496/28 [No. 6.]

No. 33.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 34.]

Downing Street, 10th December, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir Richard Hopkins' letter No. S. 33690 of the 3rd of November† in which the sanction of the Lords Commissioners of the Treasury is accorded for the provisional insertion of the sum of £24,000 as a Grant-in-Aid of the Trans-Jordan Frontier Force in the Colonial and Middle Eastern Services Vote for the year 1929, and to transmit to you the accompanying copy of the detailed estimates for the Trans-Jordan Frontier Force, 1929, and a copy of a draft of the despatch on the subject which it is proposed, with their Lordships' concurrence, to send to the High Commissioner.

2. Their Lordships will observe that the total estimate under Head XXI (Ordinary Expenditure) and Head XXXI (Extraordinary Expenditure) amounts to £P144,073 as already notified. To this, however, must be added an item (No. 34) under Head XXIX for the provision of water supply for the Trans-Jordan Frontier Force at Ma'an, amounting to £900 for the coming year. This sum, which was apparently not included in the High Commissioner's previous telegraphic estimate, represents the remaining portion of the expenditure of £P1,200 sanctioned for this purpose by Their Lordships in Sir R. Hopkins' letter S. 29304/3 of the 14th of August.‡ This expenditure was

* No. 31. † No. 32. ‡ C. 59480/28 [No. 7]: not printed.

authorised on the understanding that no excess on the Imperial Grant-in-Aid for 1928 was to be involved. The total estimate for this Force for 1929 amounts, therefore, to £P144,973, one-sixth of which is £P24,162, but Mr. Amery does not propose to increase the sum of £P24,000 already inserted in the Estimate.

3. Their Lordships will further observe that it is proposed considerably to reduce the strength of the Force during the coming year. The original strength of 13 British Warrant Officers has already been reduced to 9, and will be reduced to 4 by the end of 1929, and the original strength of 675 Privates will be reduced to 575 at the end of the year under review. These reductions have been made from motives of economy, and in spite of many items of new expenditure in connection with the proposed establishment of a Reserve and a scheme of second line Mechanical Transport, a decrease on ordinary expenditure is shown of £P9,936 on the estimate for last year, and a decrease of £P4,800 on extraordinary expenditure, making a total decrease of £P21,736.

4. With regard to the proposals for the creation of a Reserve and second line Mechanical Transport, the items in these estimates are based on schemes put forward by Lord Plumer in July, and elaborated by Mr. Luke in September. The Air Ministry, however, have since put forward alternative proposals in regard to both schemes and they have been referred back to Palestine for the views of Sir John Chancellor. Pending any further recommendations, Mr. Amery proposes, subject to Their Lordships' concurrence, to approve the detailed estimates now submitted subject to the observations contained in the draft despatch to Palestine herewith.

I am, &c.,
O. G. R. WILLIAMS.

C. 59496/28 [No. 7].

No. 34.

TREASURY to COLONIAL OFFICE.

(S. 33690.) Treasury Chambers, 18th December, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 10th instant* and the accompanying copy of the detailed estimates for the Trans-Jordan Frontier Force 1929, and a copy of a draft of the despatch on the subject which it is proposed to send to the High Commissioner.

In reply I am to request you to inform Mr. Secretary Amery that My Lords sanction the inclusion of £24,000 in the Estimate for Colonial and Middle Eastern Services as a grant-in-aid of this Force and concur in the terms of the draft of the despatch to the High Commissioner.

I am, &c.,
R. V. NIND HOPKINS.

C. 59496/28 [No. 8].

No. 35.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No. 134.) Downing Street, 27th December, 1928.

SIR,

I HAVE the honour to refer to Mr. Luke's despatch No. 1037/28 of the 18th October,† transmitting the Palestine Estimates for 1929, and in particular to those Heads that relate to the Trans-Jordan Frontier Force, namely, Heads XXI, XXIX (Item 34 only), and XXXI.

2. I observe that a net decrease of £P.9,936 is shown, under Head XXI, on the Estimates for the current year, and £P.12,700 under Head XXXI Extraordinary expenditure, making a total of £P.22,636, against which, however, has to be placed the sum of £P.900 under Item 34 of Head XXIX, resulting in a net decrease of £P.21,736

3. With regard to Item 34 of Head XXIX, this was apparently omitted from the figures telegraphed by your predecessor on the 16th October,‡ and no provision

* No. 33. † C.57589/28 [No. 1]: printed in Middle East No. 27. ‡ No. 29.

was therefore made for it in calculating the amount of Grant-in-Aid required for 1929. The sanction of the Lords Commissioners of the Treasury has been obtained for the provisional insertion of £24,000 on this account, being approximately one-sixth of £144,073. I observe, however, that the amount to be met by the Grant-in-Aid in respect of the Item in question is only £150; I do not therefore propose to ask their Lordships to sanction any increase on the £24,000, in the expectation that you will be able to meet the £150 out of savings on the total Estimate without incurring any excess on the Grant-in-Aid.

4. With regard to the provisions made for second line Mechanical Transport and for Reservists under the Sub-heads in question, I observe that they are in accordance with the schemes outlined by Lord Plumer in his despatch of the 5th July,* and Mr. Luke in his despatch of the 27th September.† In this connection I would refer to my Confidential despatch of the 27th November‡ and shall await the report for which I have asked as soon as you have had an opportunity of examining the position.

5. With regard to the Items under Head XXI concerned with the proposed reductions in the strength, and Items 19 and 32, I should be glad if you would be so good as to furnish me with more detailed information than that contained in your predecessor's Confidential despatches of the 5th* and 25th July.§ It appears from the Estimates that the abolition of the post of Paymaster (Item 19) is not contemplated during 1929; that Mr. Brown, clerk in the pay office, is returning to Palestine after the expiration of his leave, and that his post will not be abolished during the year (Item 32). In addition, Mr. Tee will presumably be employed in the Pay Office, as suggested in paragraph 5 of the despatch of the 25th July under reference, as one of the British Warrant Officers is to be retained on the strength of the force (see Item 22). Further, the list of British Warrant Officers in my possession shows a total of 10 now on the strength, whereas the Estimates show only 9. In order to bring my information up to date, I should be glad if you would be good enough to forward a statement showing the names of the British Warrant Officers and Sergeants now on the strength; the probable dates of their leaving the Force; the posts you propose to abolish, and any other information that you consider necessary in order completely to clarify the situation.

6. I observe that the sum of £P.268 is estimated under Item 26 for a Medical Sergeant. Sergeant Pike, who formerly held the post, has resigned, and his successor, whose nomination by the War Office is now being awaited, will presumably only receive salary at the rate of £240 p.a. The War Office are being asked to expedite this appointment as much as possible.

7. I do not propose to offer any other comments upon the estimate under review, pending the receipt of a further despatch from you on the subject of the proposed schemes for a Reserve and Second Line Mechanical Transport.

I have, &c.,
L. S. AMERY.

Sub-head E.3. Trans-Jordan Administration (Grant-in-Aid).

C. 59497/28 [No. 2].

No. 36.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 42.]

Downing Street, 24th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. Hopkins' letter, No. S. 9824/06, of the 11th August, 1928,‖ relative to the financial position of the Government of Trans-Jordan, and to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of a telegram¶ which has been received from the Acting High Commissioner of Palestine, from which it will be observed that the deficit of the Trans-Jordan Government for the year to 31st March, 1930, is estimated to amount to £47,000.

2. Having regard to the probable exhaustion by the 31st March next of the accumulated reserves of that Government, as explained in paragraph 8 of Mr. Lloyd's

* C. 59474/28 [No. 1]: not printed. † C. 59474/28 [No. 10]: not printed.
‡ C. 59474/28 [No. 16]: not printed. § C. 59474/28 [No. 2]: not printed.
‖ No. 41 in Middle East No. 19. ¶ No. 29.

letter addressed to you on the 23rd July,* I am to state that, subject to Their Lordships' concurrence, it is proposed to insert a sum of £47,000 in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year to 31st March, 1930, as a provisional estimate of the amount which will be required as a contribution to the Trans-Jordan Administration (Grant-in-Aid) pending the receipt and examination of the detailed estimates of the Trans-Jordan Government.

3. I am to take this opportunity to refer to Mr. Fass's letter No. S. 32454 of the 6th September,† in regard to the proposed repayment, over a period of ten years, with interest at 5 per cent., of the sum of £20,000, being the approximate total of the loans made by the Government of Trans-Jordan in connection with the repair of earthquake damage, and to enclose, for Their Lordships' information, a copy of a despatch‡ which has been addressed to the Acting High Commissioner with reference to this matter. I am to add that a sum of £2,590 will be shown in the draft Estimate of the Vote referred to above as an Exchequer Extra Receipt on the assumption that the arrangements proposed by Their Lordships will be accepted by the Trans-Jordan Government.

I am, &c.,
O. G. R WILLIAMS.

C 59497/28 [No. 3].

No. 37.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.14 a.m., 24th October, 1928.)

TELEGRAM.

[*Answered by No.* 38.]

No. 51 OF 24TH OCTOBER. Your telegram of 17th October No. 44.§ (*a*) For particulars of expenditure Trans-Jordan Frontier Force see my telegram No. 158, 16th October.‖ (*b*) Trans-Jordan Administration revenue (excluding Grant-in-Aid) £P.249,500; expenditure (i) Ordinary £P 285,700 (ii) Extraordinary £P.13,900. Estimated surplus 31st March, 1929, £P.43,500 not £P.47,000. Difference due to augmentation of surplus balance by savings on personal emoluments which were not foreseen when first figure was calculated.

C 59497/28 [No. 4].

No. 38.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 4.30 p.m., 25th October, 1928.)

TELEGRAM.

[*Answered by No.* 39.]

No. 46, 25TH OCTOBER. Your telegram 24th October, No. 51.¶ For estimated surplus 31st March, 1929, query read estimated deficit 31st March, 1930, £P.43,500. Surplus 31st March, 1929, apparently £6,600 if Grant-in-Aid current year issued in full Confirm.—AMERY.

* No. 40 in Middle East No. 19
† C. 59435/28 [No. 20]: not printed.
‡ C. 59435/28 [No 21]: not printed.
§ No. 30.
‖ No. 29.
¶ No. 37.

C. 59497/28 [No. 5].

No. 39.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 1.13 p.m., 29th October, 1928.)

TELEGRAM.

No. 53 OF 29TH OCTOBER. Your telegram of 25th October No. 46.* Estimated deficit at 31st March, 1930, £50,100. If anticipated surplus of £6,600 at 31st March, 1929, is realised Estimates will be reduced to £43,500. But surplus will as you surmise be realised only if Grant-in-Aid of current year is issued in full.

C 59497/28 [No. 6].

No. 40.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 31st October, 1928.

I AM directed by Mr. Secretary Amery to refer to the letter from this Department of the 24th October† regarding the provision required to be made in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929 in respect of the Grant-in-Aid towards the cost of the Trans-Jordan Administration and to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of further telegraphic correspondence‡ with the Acting High Commissioner on the subject.

2. Their Lordships will observe from the telegrams in question that it is now anticipated that, subject to the Grant-in-Aid for the current year being issued in full, the balance in the hands of the Trans-Jordan Government on the 31st March next will amount to £6,600, and that the deficit for the financial year 1929 is now estimated to amount to £43,500 instead of the sum of £47,000.

3. I am accordingly to say that, subject to Their Lordships' concurrence, Mr. Amery proposes to issue the Grant-in-Aid for the present year in full and reduce the provisional figure of £47,000 in the draft Estimate under reference to £43,500.

I am, &c.,
O. G. R. WILLIAMS.

C. 59497/28 [No. 9].

No. 41.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 10th December, 1928.)

[*Answered by No.* 45.]

(No. 160.) High Commissioner's Office,
Jerusalem, 30th November, 1928.

SIR,

I HAVE the honour to transmit herewith in duplicate the Trans-Jordan Estimates of revenue and expenditure for the financial year 1929-30, together with a covering letter and enclosures, dated the 18th November,§ from the British Resident to me.

2. In his covering letter, which is in the nature of an explanatory memorandum, the British Resident analyses and comments in detail on the various heads of revenue and expenditure. With his comments I am in general agreement.

3. In particular, I wish to commend to your favourable consideration his plea for an increased grant-in-aid from Imperial funds. You will observe that the Estimates provide for an expenditure of £P.325,400 and a revenue of £P.275,000, that is to say, for a deficit of £P.50,400. This is a distinct improvement on the approved Estimates for 1928-29, which provided for a deficit of £P.60,512. On the

* No. 38.
† No. 36
‡ Nos. 37, 38 and 39.
§ Not printed here.

other hand, the surplus balance which it is estimated will be available on the 31st March, 1929, is only £P.6,900, as against the surplus balance of £P.29,062 as at the 31st March, 1928.

4. The British Resident proposes that this deficit of £P.50,400 be met partly by the estimated surplus balance of £P.6,900 and partly by a grant-in-aid from Imperial funds of £P.43,500, which would represent an increase of £P.3,500 on the approved grant-in-aid for the current year. I would point out that, thanks to retrenchment and curtailment of services, the estimated expenditure for 1929-30 shows a decrease of over £P.5,000 on the estimated expenditure for the current year; and I am satisfied that it would be unwise further to curtail the existing services. For these reasons, while bearing in mind the doubts expressed in paragraph 2 of your Confidential despatch (Trans-Jordan) of the 27th August, 1928,* I hope that you will be willing and able to induce the Lords Commissioners of the Treasury to invite Parliament to vote an addition of £P.3,500 to the approved grant-in-aid.

5. I would also invite your attention to the various proposals made in the present Estimates for the creation of new posts and the re-grading of existing posts, and to the observations of the British Resident thereon, with special reference to the establishment changes envisaged under:—

Head VI.—District Administration.
Head VII.—Legal Department.
Head IX.—Finance.
Head X.—Customs and Excise.
Head XI.—Public Health.
Head XII.—Education.
Head XVIII.—Posts, Telegraphs and Telephones.
Head XIX.—Surveys.

I am satisfied that these proposals, which are necessary in themselves, cannot be set aside without seriously impairing the performance of the services concerned, and I would request that they be approved as they stand.

I have, &c.,
H. C. LUKE
Acting High Commissioner
for Trans-Jordan.

C. 69422/29 [No. 1].

No. 42.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 43.]

(S. 9824/07.) Treasury Chambers, 7th February, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 24th October, 1928,† and subsequent semi-official correspondence, relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, as a grant-in-aid of Trans-Jordan.

My Lords understand that the revised Estimates for 1928-29 are as follows:—

	£
Revenue	236,509
Expenditure	298,500
Deficit ...	£61,991

The surplus balances in hand on the 31st March, 1928, amounted to £29,062 with the result that the net estimated deficit on 31st March, 1929, is £32,929, and I am to request you to inform Mr. Secretary Amery that My Lords sanction the issue in full of the grant-in-aid of £40,000 provided in the Vote for Colonial and Middle Eastern Services, 1928, resulting in a small surplus of £7,071 in the hands of the Territory.

* No. 42 in Middle East No. 19. † No. 36.

Their Lordships have not yet had an opportunity of examining the details of the Estimates for 1929-30 which are as follows:—

	£
Revenue	250,988
Expenditure	301,388
Deficit ...	£50,400

They are glad to note the improvement as compared with 1928-29, and, in anticipation of the examination of the estimates in due course, They propose to provide in the Estimate for Colonial and Middle Eastern Services 1929, for a grant-in-aid of £43,000. On the foregoing figures this would result in a deficit of £329 on 31st March, 1930, and They propose to rely upon increases of revenues and economies in expenditure to cover this deficit and to provide a working margin.

The enclosures furnished semi-officially are returned.

I am, &c.,
R. V. NIND HOPKINS.

C. 69422/29 [No. 2].

No. 43.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 44.]

Downing Street, 20th February, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. Nind Hopkins' letter S.9824/07 of the 7th of February,* regarding the provision to be included under Sub-head E.3 of the Colonial and Middle Eastern Services Estimate for 1929 in respect of the Grant-in-Aid of the Trans-Jordan Administration.

2. I am to enclose for the consideration of the Lords Commissioners of the Treasury the draft of a despatch† which Mr. Amery proposes to address to the High Commissioner for Trans-Jordan in regard to the detailed Estimates of that Administration for 1929-30. For reference purposes, the enclosure to Treasury letter of the 7th of February, comprising copies of the despatch from the Acting High Commissioner‡ to which the enclosed draft refers, of the detailed Estimates and of the other enclosures to Mr. Luke's despatch are returned herewith. A copy of Sir John Chancellor's despatch No. 171 of 14th of December,§ which is referred to in the last sentence of the first paragraph of the enclosed draft, is also enclosed herewith for Their Lordships' information.

3. It will be observed that the detailed Estimates as forwarded make provision for a total expenditure of £P.325,400 for the whole year as against an estimated revenue of £P.275,000, thus giving a deficit of £P.50,400. The High Commissioner proposes that this deficit should be met to the extent of £P.6,900 from the estimated surplus balances (£P.7,071) as at the 1st of April, 1929, the remainder, namely, £P.43,600, being provided for by a grant of that amount from the British Exchequer. The Estimates have been prepared on this basis.

4. Mr. Amery, however, after careful consideration of the Estimates, and having regard to the necessity for reducing Imperial expenditure to the lowest possible limit, would propose to insert the same amount in the Estimates for Colonial Middle Eastern Services, 1929, as was provided in the current financial year, viz., £40,000, as a grant-in-aid of the Trans-Jordan Administration, and subject to Their Lordships'

* No. 42. † See No. 45. ‡ No. 41. § 59497/28 [No. 11]: not printed.

approval, the High Commissioner is being informed in the accompanying draft that provision has been inserted accordingly. Sir John Chancellor is also being informed that any further deficit which may result from the revision of the Estimates on account of the reduction of £3,500 in the amount of the grant-in-aid asked for by the High Commissioner and in view of the remarks in the enclosed draft despatch and accompanying memorandum should be met by a corresponding reduction in expenditure since, as is pointed out in the draft, it seems doubtful whether the actual revenue for 1929-30 will reach the estimated figure.

5. Mr. Amery feels bound to observe that it is highly probable that an increase in the amount of the grant for 1930-31 will be avoidable, since there will be no surplus balances to meet a proportion of the deficit on that year. There is, of course, the possibility of an increase in revenue, but this possibility will be diminished if the revenue estimate for the current year proves to be over-estimated.

6. Mr. Amery has no further comments to offer on the Estimates beyond those in the enclosed draft and accompanying memorandum. Attention is, however, invited to the correspondence, specified in the enclosed statement* which has passed between the Colonial Office and the Treasury concerning certain of the questions arising out of the Estimates of the Trans-Jordan Administration for 1929-30. A copy is enclosed, for Their Lordships' information, of a letter* from the Auditor, Palestine, to the Financial Adviser to the Trans-Jordan Government explaining the increases and other changes in the staff of the Audit Department provided for in the 1929-30 Estimates. In this connection reference is also invited to Sir Russell Scott's letter E.16799 of the 14th of December, 1928,† conveying Their Lordships' action for two additional appointments in the Audit Department.

7. Mr. Amery is anxious that the Estimates of the Trans-Jordan Government for the year 1929-30 should be approved before the 1st of April next, and that the despatch of which the draft is enclosed should reach the High Commissioner before that date. It would be convenient, therefore, if an early reply could be returned to this letter.

I am, &c.,
O. G. R. WILLIAMS.

C. 69422/29 [No. 5].

No. 44.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 49.]

(S. 9824/07.) Treasury Chambers, 3rd April, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 20th February, 1929,‡ further relative to the Estimates of Trans-Jordan for 1929-30 and to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, as a grant-in-aid of that territory.

In reply I am to request you to inform Mr. Secretary Amery that They concur generally in the terms of the draft of a despatch which Mr. Amery proposes to address to the High Commissioner for Trans-Jordan in regard to the detailed Estimates, and They have accordingly made provision in the Colonial and Middle Eastern Services Vote for a grant-in-aid of £40,000 instead of £43,000 as proposed in Treasury letter of the 7th February, 1929.§

My Lords desire to observe, however, that the matter of the revision of the pension arrangements, involving a sacrifice of revenue to an amount of £5,400, and of the loan to the Agricultural Bank would appear to be of sufficient importance to be dealt with in the despatch rather than in the accompanying memorandum. No change should be made with regard to pensions without previous consultation with the

* Not printed. † C. 59507/29 [No. 5]: not printed. ‡ No. 43. § No. 42.

Secretary of State and with this Board, and the circumstances of a loan to the Agricultural Bank from funds provided, in effect, by His Majesty's Government will need to be fully explained.

I am, &c.,
R. V. NIND HOPKINS.

C. 69422/29 [No. 6].

No. 45.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 46.]

(No. 60.)

SIR, Downing Street, 10th April, 1929.

I HAVE the honour to refer to Mr. Luke's despatch No. 160 of the 30th of November,* transmitting the Estimates of Expenditure and Revenue of the Trans-Jordan Administration for 1929-30, together with a copy of the covering letter from the Chief British Resident. I have also received your despatch No. 171 of the 14th of December† in which you explain the reasons for the provision made under Item 43 of Head XII (Education) of the Expenditure Estimates for an additional Stores Clerk.

2. I note that the Estimates provide for an Expenditure of £P.325,400 as against an estimated Revenue of £P.275,000, thus giving a deficit of £P.50,400, and that it is proposed that this deficit should be met to the extent of £P.6,900 from the estimated surplus balances as at the 1st of April, 1929 (£P.7,071), the balance, viz., £P.43,500 being provided as a grant-in-aid from the British Exchequer.

3. As Mr. Luke points out in his despatch, a deficit of £P.60,512 is shown in the Estimates for the current year, and the deficit for 1929-30, therefore, shows the not inconsiderable reduction of £P.10,000 on the corresponding figure for the current year. While I have learnt with much satisfaction of this anticipated improvement of the finances of the Trans-Jordan Administration, I very much regret that having regard to the pressing need for reducing to the utmost limit Imperial expenditure I felt myself unable to contest the view of the Lords Commissioners of His Majesty's Treasury that a grant of not more than £P.40,000 towards the expenses of the Trans-Jordan Administration should be included in the Colonial and Middle Eastern Services Estimate for 1929.

4. It will accordingly be necessary to reduce the amount included under Head X (Grant-in-Aid) of the Revenue Estimates from £P.43,500 to £P.40,000. In order to compensate for the reduction involved in the total Revenue, it will presumably be necessary to effect a corresponding reduction of £P.3,500 on the Expenditure Heads, since the small surplus balances are already allocated with the exception of the sum of £P.171. I shall be glad to be informed in due course of the manner in which this reduction in Expenditure is to be effected.

5. I observe that the total estimated Revenue for 1929-30 (excluding Grant-in-Aid and reimbursement of the Trans-Jordan Frontier Force contribution) is £P.250,988, an increase of approximately £P.10,000 over the corresponding figure for the current year. This increase is mainly due to an anticipated increase of £P.8,524 on the total of Head I (Customs and Excise). I would, however, point out that the amount of Item 2 (Customs Share—Palestine) of this Head should apparently be reduced by the estimated amount of the dues collected by the Trans-Jordan Customs on goods imported through Palestine under the Trans-Jordan Transit Agreement, in accordance with the terms of the decision on the question of the annual Customs contribution by Palestine to Trans-Jordan, reported by Lord Plumer in a Palestine despatch of the 9th of July, 1928.‡ Apart from this reduction the total of Head I would appear to be on the high side. The latest Customs Receipts for the current year give no support for the anticipated increase on this Head. It is, of course, possible that the latest figures available in the Colonial Office, which cover the first half of the current year only, do not provide a satisfactory basis for estimating the

* No. 41. † C. 59497/28 [No. 11]: not printed. ‡ C. 57478/28 [No. 1]: not printed.

receipts for the second half of the current year or for the whole of next year. But there is a comparatively large margin between the revised Estimate for the current year, based on the actual receipts for the first half of the year (£P.28,561) which would amount to approximately £P.57,000, and £P.75,000, the total of Head I of the Revenue Estimate for 1929-30. As against these possible reductions, the only provision included under any of the Revenue Heads in respect of either interest on or repayment of Earthquake Loans is the sum of £P.670 shown under Item 2 of Head VI. Having regard to the amount outstanding as at the 30th of September, 1928 (£P.14,673), of the Loans issued to the public and the terms on which the Loans were issued, viz. :—repayment in equal annual instalments over a maximum period of 8 years, the total amount due to the Trans-Jordan Government in 1929-30 by way of interest on and redemption of the loans should presumably be substantially in excess of the sum provided.

6. From the remarks inserted against most of the items included under the various Revenue Heads, it appears that the amounts included under these items in the 1929-30 Estimates have been based generally on the actual receipts for 1927-28. It might perhaps make for closer approximation in future if, in calculating the Revenue Estimates, regard were also had to the information available as to the actual receipts for the year preceding that to which the Estimate relates.

7. The Trans-Jordan Government will doubtless consider whether any of the totals of the Revenue Heads should be revised in the light of the remarks in paragraphs 5 and 6 of this despatch. If the net effect of such revision and of the reduction in the total under Head X by £3,500, as indicated in paragraph 4, is to reduce the total revenue figure, it will, of course, be necessary to effect a corresponding reduction on expenditure to compensate for the reduction on the revenue total.

8. I note that no provision has been made under Item 14 of Revenue Head III for Pensions Contribution, as it is proposed to introduce a new Pension Law on a non-contributory basis to replace the existing Turkish Law. I shall be glad to be consulted in regard to the proposals for revising the present pension legislation before they are adopted. It would be convenient if details of the present arrangements, together with a copy of the Law, could be furnished at the same time.

9. In his remarks on Revenue Head 6, Colonel Cox refers to a loan of £4,000 made to the Agricultural Bank, and promises a separate report on the details of the transaction and the origin of the money. I shall be glad to be furnished at an early date with a full report on the circumstances in which this loan was made.

10. In view of the explanations given in the Chief British Representative's letter and your despatch No. 171 of the 14th of December* and, having regard to the opinion expressed by Mr. Luke in the last paragraph of his despatch No. 160 of the 30th of November,† I have no objection to offer to the changes which have been provided for in the establishments of the various Departments, subject, in the case of the Posts and Telegraphs and Surveys Departments, to the remarks in the accompanying memorandum.‡

11. I have no general comments to offer on the other Expenditure Heads except to suggest that special consideration should be given to Item 10 of Head XXVIII, Public Works Extraordinary, if it should be found necessary to effect any appreciable reduction in total expenditure.

12. I enclose a short memorandum‡ containing comments on the details of the Estimates. If, as a result of the comments made in this despatch, and the enclosed memorandum it is decided to prepare revised Estimates, it would be convenient if at least three copies of the revised Estimates could be forwarded to me for record in the Colonial Office, and for transmission to the Treasury.

I have, &c.,
L. S. AMERY.

* C. 59497/28 [No. 11] : not printed. † No. 41. ‡ Not printed.

Sub-head E.3. Trans-Jordan Administration.

C. 69422/29 [No. 13].

No. 46.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 26th August, 1929.)

[*Answered by No.* 47.]

(No. 120.) High Commissioner's Office,
Jerusalem, 16th August, 1929.

MY LORD,

I HAVE the honour to refer to Mr. Amery's despatch Trans-Jordan No. 60 of the 10th April,* relating to the Estimates of Expenditure and Revenue of the Trans-Jordan Administration for 1929-30.

2. In that despatch, Mr. Amery commented on the Estimates submitted to him under cover of my despatch Trans-Jordan No. 160 of the 30th November, 1928,† and directed that in the event of his comments resulting in the preparation of revised Estimates, it would be convenient if at least three copies of the revised Estimates were to be forwarded.

3. I have the honour to inform Your Lordship that revised Estimates have been prepared, and to submit (in triplicate) the accompanying copies of :—

(i) revised Estimates of Expenditure and Revenue for 1929-30;‡
(ii) a Statement of Assets and Liabilities as at the 31st March, 1928;‡
(iii) a Summary showing the estimated surplus as at the 31st March, 1930;‡
(iv) an Abstract showing the actual Revenue for 1927-28, the estimated Revenue for 1928-29 and the revised Estimate of Revenue for 1929-30;
(v) a similar Abstract in respect of Expenditure;
(vi) a Memorandum by the British Resident on the revised Estimates of expenditure.‡

4. I am aware that the form in which these Estimates are presented is not altogether in accordance with Colonial Regulations.

It is also a matter for regret that the accounts for the year ended the 31st March, 1929, had not been closed when the revised Estimates were drawn up.

These shortcomings are due mainly to the fact that the Financial Adviser of the Trans-Jordan Government has necessarily to rely on an inexperienced staff who are not yet up to the standard required for methodical and expeditious work.

5. I also enclose for Your Lordship's information the accompanying copy of a letter from the British Resident, Amman, dated the 16th July,‡ in which Colonel Cox submits his own observations on the revised Estimates.

6. I am in general agreement with Colonel Cox's appreciation of the financial position, and I endorse his request for the approval of the Estimates as submitted.

I would add that, before the revised Estimates were actually drawn up, the main lines on which the revision was contemplated had been approved by Sir John Chancellor at a conference which he held with the British Resident and the Financial Adviser of the Trans-Jordan Government, prior to his departure on leave.

I have, &c.,
H. C. LUKE,
Acting High Commissioner for Trans-Jordan.

* No. 45. † No. 41. ‡ Not printed here.

Enclosure 4 in No. 46.

TRANS-JORDAN ESTIMATES, 1929/30.

ABSTRACT SHOWING THE ACTUAL REVENUE FOR THE YEAR 1927/28, THE ESTIMATED REVENUE FOR THE YEAR 1928/29 AND THE REVISED ESTIMATES OF REVENUE FOR THE YEAR 1929/30.

Head of Revenue.	*Actuals* 1927/28.	*Estimates* 1928/29.	*Actual*	*Revised Estimates* 1929/30.
	£P.	£P.	£P.	£P.
1. Customs and Excise	61,237	66,486	82,390	74,000
2. Licences, Taxes, &c.	138,197	135,850	118,583	140,560
3. Fees of Court or Office, &c.	22,355	23,620	24,103	25,320
4. Posts, Telegraphs and Telephones ...	8,400	7,500	9,264	11,370
5. Revenue from Government Property ..	4,134	5,500	3,548	4,700
6. Interest...	1,875	760	769	1,000
7. Miscellaneous	493	700	815	558
8. Sale of State Domains	382	500	440	450
9. Reimbursement, Trans-Jordan Frontier Force	—	27,784	27,644	24,012
10. Grant-in-Aid from His Majesty's Government...	45,000	40,000	40,000	40,000
11. Reimbursement of half of Anti-Locust Campaign Expenditure	—	—	—	5,000
TOTAL RECEIPTS	282,073	308,700	307,556	326,970

Enclosure 5 in No. 46

TRANS-JORDAN ESTIMATES, 1929/30.

ABSTRACT SHOWING THE ACTUAL EXPENDITURE FOR THE YEAR 1927/28, THE ESTIMATES OF EXPENDITURE FOR 1928/29 AND THE REVISED ESTIMATES OF EXPENDITURE FOR THE YEAR 1929/30.

Head of Expenditure.	*Actuals* 1927/28.	*Estimates* 1928/29.	*Actual Expenditure* 1928/29.	*Revised Estimates* 1929/30.
	£P.	£P.	£P.	£P.
1. Civil List	16,836	16,266	16,415	15,610
2. Public Debt	—	550	590	590
3. Legislature	—	1,631	163	2,546
4. Pensions and Gratuities	4,301	3,000	3,609	4,500
5. Chief Minister and Interior	5,593	5,423	5,004	5,105
6. District Administration	7,355	7,654	7,790	7,760
7. Legal Department	16,119	16,956	15,945	15,835
8. Sharia Courts	3,024	3,554	3,092	3,636
9. Ministry of Finance	17,207	17,369	15,953	16,930
10. Customs and Excise	5,616	6,632	6,213	7,476
11. Public Health Department	10,309	10,922	10,967	11,099
11A. Ma'an Quarantine	303	233	13	133
12. Education	19,738	22,274	21,094	22,350
13. Agriculture, Forests, and Veterinary...	6,338	6,705	8,090	6,516
14. Antiquities	5,328	2,132	1,984	2,100
15. Land Registry	2,560	3,545	3,308	3,645
16. Public Works Department	3,358	4,448	3,621	4.350
16A. Public Works Recurrent	17,697	20,580	20,039	19, 790
18. Posts, Telegraphs and Telephones ...	8,344	10,721	9,117	11,393
19. Surveys	1,375	6,539	5,736	7,590
20. Police and Prisons :—				
1. Police				85,470
2. Prisons	102,956	100,412	98.662	12,797
3. Intelligence				1,172
21. Miscellaneous	31,249	11,203	11,959	12,707
22. British Resident	7,425	7,073	6,680	6,888
23. Audit	276	2,194	2,523	3,445
24. Trans-Jordan Frontier Force (1/6th of £P.141,973)	—	25,318	22,653	23,662
Total Recurrent Expenditure ...	293,307	313,334	301,220	315,095
25. Antiquities, Extraordinary	—	3 802	3,087	2,000
26. Trans-Jordan Frontier Force, Extraordinary (1/6th of £P.2,100) ...	—	2,466	4,991	350
27. British Resident, Extraordinary ...	9,096	1,000	1,233	260
28. Public Works, Extraordinary... ...	11,929	7,810	5,360	9,215
29. Posts, Telegraphs and Telephones ..	3,393	800	2,772	2,300
30. Public Health Department	—	—	288	250
31. Anti-Locust Campaign	—	—	—	10,000
32. Finance, House and Land Registration	535	—	—	—
Total Extraordinary Expenditure ...	24,953	15,878	17,731	24,375
TOTAL EXPENDITURE ...	318,260	329,212	318,951	339,470

TRANS-JORDAN GOVERNMENT.

SUMMARY SHOWING THE ESTIMATED SURPLUS AT 31ST MARCH, 1930.

	£P	£P.
Actual Surplus at 31st March, 1928		29,062
Actual Revenue from 1st April, 1928, to 31st March, 1929 :—		
Ordinary	239,912	
Grant-in-Aid	40,000	
Reimbursement, Trans-Jordan Frontier Force	27,644	
		307,556
		336,618
Actual Expenditure from 1st April, 1928, to 31st March, 1929 :—		
Ordinary	278,567	
Extraordinary	12,740	
Trans-Jordan Frontier Force, Ordinary	22,653	
Trans-Jordan Frontier Force, Extraordinary	4,991	
		318,951
		17,667
Actual Surplus at 31st March, 1929		
Estimated Revenue, 1st April, 1929, to 31st March, 1930 :—		
Ordinary	257,958	
Grant-in-Aid	40,000	
Reimbursement, Trans-Jordan Frontier Force*	24,012	
Reimbursement from Palestine for Anti-Locust Campaign	5,000	
		326,970
		344,637
Estimated Expenditure, 1st April, 1929, to 31st March, 1930 :—		
Ordinary	291,433	
Extraordinary	24,025	
Trans-Jordan Frontier Force, Ordinary	23,662*	
Trans-Jordan Frontier Force, Extraordinary	350*	
		339,470
Estimated Surplus, 31st March, 1930		†5,167

* Revenue and Expenditure figures for Trans-Jordan Frontier Force may be increased by approximately £P.10,000, *i.e.*, one-sixth of £P.60,000 on account of additional expenditure in 1929-30 on the following services :—

(1) purchase of mechanical vehicles for Mechanical Company (£P.31,000);
(2) retention of Camel Company and increase in establishment of Horse Companies (£P.9,000);
(3) emergency measures including reservists pay, transport and accommodation until 31st March, 1930 (£P.20,000). (C. 69477/29.)

† High Commissioner has now submitted a revised figure of £P.10,419. (C. 69478/29 : printed in Middle East No. 33.)

C. 69422/29 [No. 14].

No. 47.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 12.15 p.m., 26th September, 1929.)

TELEGRAM.

[*Answered by No.* 48.]

No. 52. YOUR despatch Trans-Jordan 120 of 16th August,* Trans-Jordan Estimates 1929-30, Enclosure 3.

Substituting figures given in last enclosure to despatch Trans-Jordan 123 of 22nd August,† viz., estimated revenue £P.303,644 and estimated expenditure £P.325,144, we get an estimated deficit of £P.4,938 on 31st March, 1930. Telegraph as soon as possible actual revenue and expenditure for 1928-29 in order that position at 31st March, 1929, and effect on current year's Estimates may be clear.—PASSFIELD.

C. 69422/29 [No. 15].

No. 48

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.50 p.m., 10th October, 1929.)

TELEGRAM.

No. 70. 10TH OCTOBER. Your telegram 26th September, No. 52.‡ Total receipts 1928-29, £P.307,808; total expenditure, £P.318,951. Surplus at 31st March, 1929, £P.17,919, which is £P.4,587 in excess of estimated surplus. I am giving further consideration to various measures which the Trans-Jordan Government are called upon to take, such as organization of tribal intelligence control (?) of re-arming of Arab Legion, and debt due on account of Tobacco Régie Cointeressée des Tabacs. I strongly recommend that no decision be taken with regard to excess surplus until you receive my proposals by despatch. Medical Survey [? Meanwhile] I should be grateful if your decision in regard to revised Estimate 1929-30 could be transmitted to me at earliest possible date.

C. 69422/29 [No. 16].

No. 49.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 50.]

Downing Street, 23rd October, 1929.

SIR,

WITH reference to Sir R. Hopkin's letter S. 9824/07 of the 3rd April, 1929,§ and to previous correspondence relative to the Estimates of Trans-Jordan for 1929-30, I am directed by Lord Passfield to transmit to you, for the consideration of the Lords Commissioners of the Treasury, Estimates of Revenue and Expenditure of the Trans-Jordan Administration for 1929-30,* together with relevant enclosures, revised in accordance with (*a*) the decision to limit the grant-in-aid to £40,000 and (*b*) the observations contained in the Secretary of State's despatch No. 60 of the 10th April, 1929,‖ the draft of which was submitted to Their Lordships with Colonial Office letter of the 20th February, 1929.¶

2. I am also to enclose a copy of a telegram from the High Commissioner for Trans-Jordan dated the 10th October,** from which it will be observed that the surplus at 31st March, 1929, was £P.17,919. The revised Estimates for 1929/30 now transmitted were framed before the actual surplus as at 31st March, 1929, could be ascertained and the estimated sum of £P.13,332 was adopted therein. The High Commis-

* No. 46. † C. 69431/29 [No. 10] : not printed. ‡ No. 47. § No. 44.
‖ No. 45. ¶ No. 43. ** No. 48.

sioner desires to utilise the additional surplus on certain urgent services during the current financial period and Lord Passfield is awaiting the despatch containing Sir John Chancellor's proposals.

3. The revised Estimates show a deficit of £52,500 arrived at as follows:—

	£P.	£P.
Revenue		326,970
Less Trans-Jordan Frontier Force	24,012	
Less Grant-in-Aid	40,000	
		64,012
		262,958
Expenditure		339,470
Less Trans-Jordan Frontier Force	23,662	
	350	
		24,012
		315,458
Excess of Expenditure over Revenue		£P.52,500

as compared with £P.60,512 in 1928-29. The deficit is to be met from the grant-in-aid and available surplus balances as at 31st March, 1929. From the approximate financial statement (enclosure 3 of the Estimates) it will be seen that the Trans-Jordan administration expected to complete the period under review with a surplus of £P.832, but this figure will in all probability be considerably increased in view of the actual results of the past year as shown in paragraph 2 above and the delay in the approval of these Estimates.

4. I am to enclose a short memorandum which comments on the principal departures from the original Estimates. There are a few minor increases in Staff which appear to be essential, viz.:—

Head X Clerk to Customs Officer at Es-Salt.
Head XI. Medical Officer for mental cases detained in the Central Prison.
Head XVIII. Inspector and two clerks, whilst certain posts have been abolished under Heads XVI and XX. There are also minor variations in expenditure as compared with the original Estimates.

5. Lord Passfield is of opinion that the Estimate now submitted is generally satisfactory and would be glad if Their Lordships could be moved to convey Their early approval thereof.

I am, &c.,
O. G R. WILLIAMS.

Enclosure 3 in No 49.

MEMORANDUM ON THE REVISED ESTIMATES OF REVENUE AND EXPENDITURE OF TRANS-JORDAN FOR 1929-30.

Revenue.

THE revised revenue is £P.262,958. This figure excludes the grant-in-aid and reimbursement on account of the Trans-Jordan Frontier Force, and represents an increase of approximately £P.12,000 on the figure originally submitted. The increase is almost wholly attributable to two items:—

(1) *Head III. Item* 14. Re-inclusion of Pension Contributions, £P.6,000.
(2) *Head XI.* Special Grant for Anti-Locust Work, £P.5,000.

As regards (1) it will not be possible to introduce the new Pensions Law during 1929 as the whole question is to be considered by the Secretary of State before any alteration of policy is adopted.

(2) It is submitted by the High Commissioner that as a serious menace to agricultural prosperity in Palestine was averted by the prompt and efficient measures taken in Trans-Jordan and as the finances of the latter administration cannot shoulder

an expenditure estimated at £P.10,000 that Imperial funds, or alternatively Palestine funds, should bear a moiety of the cost. It has been decided that Palestine shall contribute £P.5,000 and this sum will be paid to Trans-Jordan Government before the end of 1929.

The Estimates at many items have been revised in the light of more recent information. Revenue generally has increased and the figures now submitted are, in the opinion of the High Commissioner, sound and not unduly optimistic.

Enclosure 7 of the Estimates comments at length on the variations of estimate and further comment is unnecessary.

Expenditure.

The estimated expenditure is £P.339,470, an increase of approximately £P.10,000 on the original Estimate. This is accounted for by the provision of £P.10,000 for the Anti-Locust Campaign.

Enclosure 6 of the Estimates is a commentary by the Chief British Representative on expenditure details and further explanations can be curtailed as under.

Head XI. Item 41. Medical Attendant. This provision was approved in Treasury letter E. 21812 of the 30th April, 1929.

Head XIII. Item 34. Provision for a contribution to the Anti-Locust Bureau has been re-inserted as the Trans-Jordan Government cannot discontinue this before 1930. Previous notice of any intention to withdraw from the Bureau must be given.

Head XVIII. Item 2, 4 and 19 The Secretary of State shares the view of the High Commissioner for Trans-Jordan that the increased expenditure on this Head is essential if efficient services are to be ensured.

Head XX. C. and Head XXI Item 9. In Sir R. Hopkins' letter No S. 9824/07 of the 19th August, 1929, approval was given for the improvement of the Intelligence Service in Eastern Trans-Jordan and the institution of a more effective political and administrative control of the tribes of that country with special reference to the prevention of raids. The estimated annual expenditure involved was £P.5,157 and these estimates contain provision for expenditure amounting to £P.1,672 on an Intelligence Service and subsidies to certain Shaikhs. The High Commissioner in the telegram referred to in paragraph 2 of the foregoing letter contemplates using the additional 1928-29 surplus balances to put into effect other parts of his scheme. It is gratifying that these far-reaching measures are being taken without recourse to any increase in the grant-in-aid.

Head XXXI. Provision for an estimated expenditure of £P.10,000 on Anti-Locust measures has been included.

C. 69422/29 [No. 21].

No. 50.

TREASURY to COLONIAL OFFICE.

(S. 9824/07.)

SIR, Treasury Chambers, 22nd November, 1929.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 23rd October, 1929,* transmitting the revised Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the year 1929-30 and relevant enclosures.

In reply I am to request you to inform Lord Passfield that, subject to the observations below, My Lords are prepared to approve the revised Estimates, which show a deficit of £52,500.

Expenditure Head XVI A.

My Lords would be glad to be consulted before approval is given for the maintenance of a stock of unallocated stores.

Loan of £4,000 to the Agricultural Bank.

It was clearly necessary for the British Resident to obtain authority for making this loan, and My Lords would be glad if the Secretary of State would cause a suitable warning to be issued against unauthorised expenditure in the future. Their Lordships consider that the annuities of £P1,297 to be paid by the Agricultural Bank in respect of this loan should be paid over to the Imperial Exchequer as Extra Receipts

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* No. 49.

in the same way as the receipts in respect of the Earthquake damage loans, the first payment being made in December, 1931.

My Lords note that the High Commissioner desires to utilise the additional surplus as at 31st March, 1929, on certain urgent services during the current financial year. Their Lordships will await the Secretary of State's observations on the High Commissioner's detailed proposals, when formulated, but They desire to state at this stage that They will be reluctant to authorise any avoidable additional expenditure in the current year which is proposed on the grounds that the out-turn of the Budget for last year was better than was anticipated.

With regard to Mr. Williams' letter of the 12th November, 1929,* and enclosures I am to state that My Lords authorise the expenditure on the institution of a more effective Political and Administrative control of the tribes of Trans-Jordan for which provision is made in the revised Estimates.

I am, &c.,
R. V. NIND HOPKINS.

C. 69422/29 [No. 22].

No. 51.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 9.30 p.m., 28th November, 1929.)

TELEGRAM.

TRANS-JORDAN revised Estimates for 1929-30 submitted in Luke's despatch of 16th August, No. 120† approved. Despatch follows.—PASSFIELD.

C. 69422/29 [No. 23].

No. 52.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

Downing Street, 6th December, 1929.

SIR,

I HAVE the honour to refer to my telegram of the 28th November,‡ conveying approval of the revised Estimates of Revenue and Expenditure of the Trans-Jordan Administration for 1929/30 and to transmit to you a copy of a letter from the Treasury§ on the subject.

2. As regards the comments of the Lords Commissioners respecting the loan of £4,000 to the Agricultural Bank, I have to invite your attention to my predecessor's despatch Confidential A of 3rd December, 1928,‖ and to request that in the future the instructions contained therein may be observed.

3. Attention is also invited to the penultimate paragraph of the Treasury letter, regarding the utilisation of the additional surplus as at 31st March, 1929. In this connection I shall await the despatch referred to in your telegram No. 70 of the 10th October.¶

I have, &c.,
PASSFIELD.

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* C. 69484/29 [No. 2]: not printed. † No 46 ‡ No. 51. § No. 50.
‖ C 59504/28 [No. 2]: not printed. ¶ No. 48.

ARABIA.

Sub-head F.1. Sundry Political Expenditure.

C. 59188/28 [No. 10].

No. 53.

COLONIAL OFFICE to TREASURY.

[*Answered by No* 54.]

Downing Street, 29th October, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Mr. A J. Harding's letter of the 14th of June,* regarding the retention of the Political Mission at Hodeidah, and to transmit herewith, to be laid before the Lords Commissioners of the Treasury, a copy of telegraphic correspondence† with the Resident at Aden, with reference to the provision to be made for this service under sub-head F.1—Arabia—Sundry Political Expenditure, in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the year 1929.

2. In view of the reply of the Resident, Aden, and pending the receipt and consideration of the report which is due to be furnished in the immediate future in regard to the settlement of outstanding questions with the Imam of Sanaa, it is proposed, subject to Their Lordships' concurrence, to insert a figure of £550 for this service in the draft Estimate under reference.

3. The normal expenditure of the Mission on which the anticipated expenditure of £550 is based does not include the travelling expenses of the Civil Administrator, Kamaran, as Political Officer, Southern Red Sea Coast, with the Hodeidah Mission under his control, and a sum of £200, as provided in the Votes of former years, will similarly be inserted in the draft Estimate to meet such claims of the Government of India as may arise in this connexion.

4. In order to meet claims which may arise in respect of any unforeseen political expenditure in Arabia and to provide a margin for contingencies, it is proposed to insert a further sum of £250 in the draft Estimate, and I am to request that Their Lordships may be moved to sanction the provision of the sum of £1,000 under Arabia—Sundry Political Expenditure, to be allocated as above.

I am, &c.,
O. G. R. WILLIAMS

C. 59188/28 [No. 21].

No. 54.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 56.]

(S. 2984/2.)

Treasury Chambers, 10th November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 29th October, 1928,‡ relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services 1929 for sundry political expenditure in Arabia.

In reply I am to request you to inform Mr. Secretary Amery that, subject to consideration of the retention of the Mission of Hodeidah when further information is available, My Lords sanction the following provisions:—

	£
Mission at Hodeidah	550
Travelling of the Civil Administrator at Kamaran whilst acting as Political Officer, Southern Red Sea Coast	200
Miscellaneous	250
	£1,000

I am, &c.,
R. V. NIND HOPKINS.

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* No 47 in Middle East No. 19. † C. 59293/28 [No. 4] and C. 59293/28 [No 5]: not printed.
‡ No. 53.

C. 69300/29 [No. 1].

No. 55.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE

(Received 15th April, 1929.)

[*Answered by No.* 58.]

(Confidential.)
(No. 54.)

The Residency, Aden, 3rd April, 1929

SIR,

I HAVE the honour to acknowledge receipt of your Confidential despatch of 27th February, 1929,* and note that it has been decided to include a sum of £550 for the Hodeidah Mission in the Estimates of expenditure which Parliament will be asked to vote for the financial year 1929.

2 In my despatch No. 188 of 16th October, 1928,† I reported, in connection with Item 9 of the Estimates forwarded therewith, that provision for the continued maintenance of the Hodeidah Mission ought to be made. It is a convenient medium for correspondence between Aden and Sanaa, and its withdrawal, while there is a likelihood of putting our relations with the Imam on a more friendly and regular basis, would be inopportune.

I have, &c.,
G. S. SYMES,
Resident and Commander-in-Chief.

C. 69300/29 [No. 2].

No. 56.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 57.]

Downing Street, 20th April, 1929.

SIR,

WITH reference to Sir R. Nind Hopkins' letter No. S. 2984/2 of the 10th of November, 1928,‡ and the letter from this Department of the 27th of February, 1929,§ I am directed by Mr. Secretary Amery to transmit to you to be laid before the Lords Commissioners of His Majesty's Treasury the accompanying copy of a despatch‖ from the Resident at Aden relative to the question of the retention of the Hodeidah Mission.

2. Mr. Amery concurs in the desirability of maintaining the Hodeidah Mission for the present as recommended by Sir Stewart Symes, and the sum of £550, provisionally inserted under Subhead F.1 of the Middle East Services Vote, 1929, for that purpose, will accordingly be required.

3. I am to request you to inform Their Lordships that Mr. Amery will further consider the question of the retention of this Mission when relations with the Imam have been established on a more friendly basis

I am, &c.,
H. R. COWELL.

C 69300/29 [No. 3].

No. 57.

TREASURY to COLONIAL OFFICE.

(S 2984/2.)

Treasury Chambers, 29th April, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 20th April, 1929,¶ and the accompanying copy of a despatch from the Resident at Aden relative to the retention of the Hodeidah Mission.

* C. 59293/28 [No. 7]: not printed. † C. 59360/28 [No. 4]: not printed.
‡ No. 54. § C. 59293/28 [No 8]: not printed. ‖ No. 55. ¶ No. 56.

In reply I am to request you to inform Mr. Secretary Amery that My Lords concur in his proposal to continue this Mission subject to reconsideration in connection with the Estimates for 1930, or in the event of the establishment of more friendly relations with the Imam of Sanaa, whichever is the earlier.

My Lords assume that the present Resident is satisfied that no reduction can be made in the rate of expenditure on intelligence.

I am, &c.,
R. V. NIND HOPKINS.

C 69300/29 [No. 4].

No. 58.

ADEN.

THE SECRETARY OF STATE to THE RESIDENT

[*Answered by No.* 59.]

(Confidential.)

Downing Street, 9th May, 1929.

SIR,

I HAVE the honour to acknowledge the receipt of your Confidential despatch No. 54 of the 3rd of April* and to inform you that, with the approval of the Lords Commissioners of the Treasury, the sum of £550 has been included in the vote for Colonial and Middle Eastern Services for the year 1929-30 in respect of the cost of the maintenance of the Hodeidah Mission.

2. Their Lordships have expressed their concurrence in the retention of the Mission for a further year on the understanding that the question will be further considered in connection with the estimates for 1930 or, in the event of the establishment of more friendly relations with the Imam of Sanaa. It is further assumed by them that you are satisfied that no reduction can be made in the rate of expenditure on Intelligence Services. I shall be glad if you will bear their wishes in mind and furnish me with an assurance on the latter point.

I have, &c.,
L. S. AMERY.

C 69300/29 [No. 7].

No. 59.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE

(Received 10th June, 1929.)

(Confidential.)
(No. 86.)

The Residency, Aden, 27th May, 1929.

SIR,

I HAVE the honour to acknowledge the receipt of your Confidential despatch of the 9th May, 1929,† and note that the Hodeidah Mission is to be retained for a further year, subject to reconsideration in connection with the Estimates for 1930, and to the establishment of more friendly relations with the Imam of Sana'a.

2. I am satisfied that the rate of expenditure on Intelligence Services cannot be reduced without seriously impairing their efficiency, and in view of the present important political developments in the Yemen I am anxious to keep the closest possible touch with events, particularly in Hodeidah and Sana'a.

I have, &c ,
G. S. SYMES,
Resident and Commander-in-Chief.

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* No. 55. † No. 58.

Sub-head F.2. Aden.

C. 59282/28 [No. 39].

No. 60.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 22nd October, 1928.

SIR,

WITH reference to the enquiry in the latter part of your letter of the 28th June last,* I am commanded by the Air Council to forward, for the information of Mr. Secretary Amery, a statement shewing the estimated cost of the Aden Protectorate Levies during the current financial year.

This estimate, which amounts to £20,000, does not include any sum in respect of animals borne on the establishment which were taken over from the Aden Troops, but on the other hand it does include the cost of initially arming, equipping and clothing the Levies, estimated at approximately £5,000, and also about £1,000 in respect of new works. The establishment on which the estimate was based includes the cost of the additional 64 men recruited as a temporary measure until the police are in a position to take over duties at Perim and Kamaran.

I am, &c.,

H. McANALLY.

Enclosure in No. 60

ESTIMATE OF THE COST OF THE ADEN PROTECTORATE LEVIES FOR THE FINANCIAL YEAR 1928.

	£
Pay and Allowances of Personnel	7,000
Rations	2,000
Clothing and Accoutrements	1,600
Fuel, Light and Water	1,200
Arms and Ammunitions	2,600
Barrack Equipment	700
Signalling Equipment	450
Hospital Services	1,000
Transportation	200
Animals and Forage	1,000
Saddlery	1,000
Works Services	1,150
Miscellaneous	100
	£20,000

The present establishment of the Force is:—

Personnel:

2 British Officers.
4 British Non-Commissioned Officers.
237 Native Combatant Personnel
31 Followers.

Animals.

3 Horses.
11 Mules.
17 Camels.

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* C. 59282/28 [No. 28] not printed.

C. 59360/28 [No. 5].

No. 61.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 63.]

Downing Street, 1st November, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. Hopkins' letter No. S. 21238/62 of the 26th July* relative to the allocation as between British and Indian funds of the expenditure in connexion with Aden for the year 1927-28, and the allocation of such expenditure in future years, and to state, for the information of the Lords Commissioners of the Treasury, that Mr. Amery has had under consideration the question of the amount to be inserted in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1929 under the Aden Sub-head, in respect of:—

(A) Political expenditure, including Police.
(B) Protectorate Levies.

2. As regards (A), Their Lordships will be aware from the correspondence ending with the letter addressed by the India Office to the Government of India on 16th August, No. P. 4205, that the various questions dealt with in Sir R. Hopkins' letter to which reference is made above have been referred to the Government of India for their considered observations. Pending the receipt and consideration of the reply of that Government, it is not possible to estimate exactly the actual amount required to be provided in the Vote in question to meet this Service. As the result of semi-official consultation with the India Office and information supplied by the Resident, it is suggested that, subject to Their Lordships concurrence, the sum of £37,500 should be included in the draft Estimate under reference for Political Expenditure. Included in this figure is the sum of Rs. 77,000 (£5,775) in respect of the 100 temporary armed police for Aden, and I am to take this opportunity of seeking Their Lordships' sanction to the acceptance of liability for the cost of this force. They will be aware that the matter has been discussed by the Standing Committee on Aden, and a separate letter is being addressed to your Department in regard to the savings available to meet the expenditure to be incurred on this force in the current financial year. Mr. Amery desires to point out that, in the event of any additional liability being admitted in regard to further armed or any unarmed police, the figure of £37,500 must be increased *pro tanto*.

3. As regards (B), I am to take this opportunity to enclose, to be laid before Their Lordships, a copy of an extract from a letter to the Colonial Office from the Air Ministry dated 26th October† from which it will be observed that the cost of the Aden Protectorate Levies in 1929 has not yet been estimated in detail, and the Air Council are awaiting information from the Commanding Officer, Royal Air Force, Aden, on this subject. There is every reason, however, to presume that the provision required in 1929 will not exceed £20,000, and the Council suggest that this sum should be taken as a provisional estimate. Mr. Amery concurs.

4. I am, accordingly, to request that Their Lordships may be pleased to approve the inclusion of £57,500 under Arabia Sub-head F.2, Aden, in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the year 1929 as a provisional estimate of the amount required to meet Protectorate expenditure pending (*a*) agreement with the Government of India as to the allocation of the civil expenditure; (*b*) the determination of the total liability on account of the Aden police referred to in paragraph 2 above; and (*c*) the receipt of a detailed estimate of the anticipated cost of the Protectorate Levies.

I am, &c.,

H. R. COWELL.

C. 59282/28 [No. 40].

No. 62.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 64.]

Downing Street, 3rd November, 1928.

SIR,

I AM directed by Mr. Secretary Amery to refer to the letter from this Department of the 23rd of July, 1928,‡ relative to the Aden Tribal Levies and to transmit

* C. 59274/28 [No. 22]: not printed. † No. 3 ‡ C. 59282/28 [No. 30]: not printed.

to you, to be laid before the Lords Commissioners of the Treasury, a copy of a letter* which has been received from the Air Ministry enclosing a statement of the estimated cost of the Force during the financial year ending 31st March, 1929.

2. Their Lordships will observe that a sum of £20,000 is likely to be required for this service during the year and as this amount was provisionally included in the Estimate of the Vote for Colonial and Middle Eastern Services, 1928, under Subhead F. 2—as part of the £50,000 provided for Aden, I am now to request that Their Lordships may be moved to give Their sanction to the detailed estimate.

3. I am to add that the sum of £20,000 was intended to cover also the cost of Intelligence Officers. The detailed estimate now submitted does not, however, take into account the cost of these appointments, and, unless sufficient savings can be effected on the provision of £30,000 for the Aden Settlement, a further excess is probable on Subhead F. 2, as to which reference is invited to Colonial Office letter of 30th October, 1928.† As indicated in that letter it is expected that sufficient savings will be available on the Middle Eastern Group of Subheads from which to meet this additional excess.

I am, &c.,
F. J. HOWARD.

C. 59360/28 [No. 10].

No. 63.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 66.]

(S. 21238/03.)

Treasury Chambers, 20th November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 1st instant‡ relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden.

In reply I am to request you to inform Mr. Secretary Amery that My Lords now give Their covering sanction for the decision which has already been conveyed, with Their informal approval, to the Government of India, that British funds should bear the whole cost of the interim force of 100 armed police, to be recruited for a period not exceeding 2 years in the first instance, on the understanding (*a*) that the Government of India are satisfied that the rates of pay proposed are appropriate in the circumstances; and (*b*) that savings are available on the Vote for Colonial and Middle Eastern Services to meet the consequent expenditure in 1928.

Their Lordships agree that provision to meet the cost of these 100 armed police, estimated at £5,775, should be made in the Estimate for 1929.

They accordingly sanction the inclusion of £57,500 under Arabia Sub-head F.2, Aden, in the draft Estimate of the Vote for Colonial and Middle Eastern Services for the year 1929 as a provisional estimate of the amount required to meet Protectorate expenditure pending (*a*) agreement with the Government of India as to the allocation of the civil expenditure; (*b*) the determination of the total liability on account of the Aden police; and (*c*) the receipt of a detailed estimate of the anticipated cost of the Protectorate Levies, for which the sum of £20,000 is included in the total Estimate.

I am, &c.,
R. V. NIND HOPKINS.

C. 59282/28 [No. 41.]

No. 64.

TREASURY to COLONIAL OFFICE.

(S. 21238/02.)

Treasury Chambers, 21st November, 1928.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Howard's letter of the 3rd instant§ and the accompanying copy of a letter from

* No 60. † C. 59350/28 [No 2]: not printed ‡ No 61. § No. 62.

the Air Ministry enclosing a statement of the estimated cost of the Aden Tribal Levies during the financial year ending 31st March, 1929.

In reply I am to request you to inform Mr. Secretary Amery that My Lords sanction the estimates as submitted indicating that the expenditure apart from the cost of Intelligence Officers will amount to £20,000.

I am, &c.,
R. V. NIND HOPKINS.

C 69058/29 [No. 5].

No. 65.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 69.]

Air Ministry, London, W.C.2, 13th February, 1929.

SIR,

WITH further reference to your letter of the 19th October, 1928,* I am commanded by the Air Council to inform you that it is estimated that the cost of the Aden Protectorate Levies during the financial year 1929 will amount to £14,500 (fourteen thousand five hundred pounds).

This estimate is based on the assumption that the strength of the force will be as shown in the enclosed statement.

I am, &c ,
H MCANALLY.

Enclosure in No. 65.

ADEN PROTECTORATE LEVIES.

Estimated Strength during the Financial Year 1929.

	1*st April*, 1929, *to* 31*st August*. 1929.	1*st September*, 1929, *to* 31*st March*, 1930.
British.		
Officers	2	2
N.C.Os.	2	2
Native.		
Officers	6	4
Other Ranks	219	155
Followers	45	39

Air Ministry,
5th February, 1929.

C. 69058/29 [No. 6].

No. 66.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 67.]

Downing Street, 14th February, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. V. N. Hopkins' letter, No. S. 21238/03, of the 20th November, 1928,† on the subject of the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden, and to transmit, for the information of the Lords Commissioners of the Treasury, a copy of a letter dated the 13th February, 1929,‡ which has been received from the Air Council.

2. Their Lordships will observe that the cost of the Aden Protectorate Levies for 1929 is now estimated at £14,500 instead of £20,000, and I am to ask that Their Lordships will be good enough to approve the insertion of this revised sum in the Colonial and Middle Eastern Services Estimate accordingly.

3. A statement showing the estimated strength of this Force during the year is also enclosed.

I am, &c.,
F. J. HOWARD.

* No. 1. † No. 63. ‡ No 65

C. 69058/29 [No. 7].

No. 67.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 71.]

(S. 31238/03.)

Treasury Chambers, 19th February, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Howard's letter of the 14th February, 1929,* further relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden.

My Lords are glad to note that the cost of the Aden Protectorate Levies for 1929 is now estimated at £14,500 instead of £20,000, and I am to request you to inform Mr. Secretary Amery that They are making provision accordingly in the Estimate on the understanding that details of the anticipated cost of the Levies will be furnished in due course.

I am, &c.,
R. V. NIND HOPKINS.

C. 69261/29 [No. 3].

No. 68.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 73.]

(S. 21238/03.)

Treasury Chambers, 5th March, 1929.

SIR,

I AM directed by the Lords Commissioners of His Majesty's Treasury to advert to Treasury Letters of the 20th November, 1928,† and 19th February, 1929,‡ (S. 21238/03) relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden, and to request you to inform Mr. Secretary Amery that after further consideration They have made provision for £54,500 as follows:—

	£
Protectorate Levies	14,500
Aden Police	7,500
Protectorate Expenditure	32,500
	£54,500

subject in each case to the receipt of details of the expenditure in due course.

I am, &c.,
G. C. UPCOTT.

C. 69058/29 [No. 10].

No. 69.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 70.]

Downing Street, 9th March, 1929.

SIR,

WITH reference to Mr. McAnally's letter of the 13th February,§ I am directed by Mr. Secretary Amery to request you to inform the Air Council that the Lords Commissioners of the Treasury have been pleased to approve the insertion in the Colonial and Middle Eastern Services Estimate for 1929 of the sum of £14,500 in respect of the Aden Protectorate Levies on the understanding that details of the anticipated cost will be furnished in due course.

2. Mr. Amery would be glad to know whether the Council are in a position to furnish a detailed Estimate.

I am, &c.,
F. J. HOWARD.

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* No. 66. † No. 63. ‡ No. 67. § No. 65.

C. 69058/29 [No. 15].

No. 70.

AIR MINISTRY to COLONIAL OFFICE.

SIR,

Air Ministry, London, W.C.2, 14th March, 1929.

IN reply to your letter of 9th instant,* I am directed to forward the attached statement which gives details of the sum of £14,500 included in the Colonial and Middle Eastern Services Estimate, 1929, in respect of the Aden Protectorate Levies.

It is observed that the estimate has been approved by the Lords Commissioners of His Majesty's Treasury.

I am, &c.,
W. G. STEVENS.

Enclosure in No. 70.

ESTIMATE OF THE COST OF THE ADEN PROTECTORATE LEVIES FOR THE FINANCIAL YEAR, 1929.

	£
Pay and Allowances of Personnel	6,000
Rations	2,000
Clothing and Equipment (Net)	300
Fuel, Light, Water and Barrack Services	1,300
Forage and Veterinary Services	1,600
Arms and Ammunition	750
Works Services	300
Medical and Hospital Services	2,200
Miscellaneous	50
	£14,500

C. 69058/29 [No. 16].

No. 71.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 72.]

Downing Street, 25th March, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Sir R. V. N. Hopkins' letter No. S.31238/03 of the 19th of February† regarding the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden, and to transmit to you, for the information of the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a statement‡ giving details of the estimated cost of the Aden Protectorate Levies for the financial year 1929 which has been received from the Air Ministry.

I am, &c.,
O. G. R. WILLIAMS.

C. 69058/29 [No. 17].

No. 72.

TREASURY to COLONIAL OFFICE.

(S.21238/03.)

Treasury Chambers, 17th April, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 25th March, 1929,§ and the accompanying copy of a statement from the Air Ministry giving details of the estimated cost of the Aden Protectorate Levies for the financial year 1929.

In reply I am to request you to inform Mr. Secretary Amery that My Lords sanction the estimated expenditure of £14,500.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 69 † No. 67. ‡ Enclosure in No. 70. § No 71.

C. 69261/29 [No. 4].

No. 73.

COLONIAL OFFICE to TREASURY.

[*Answered by* No. 76.]

Downing Street, 18th April, 1929.

SIR,

I AM directed by Mr. Secretary Amery to refer to Mr. G. Upcott's letter No. S. 21238/03 of the 5th of March, 1929,* relative to the provision to be made in the Estimate for Colonial and Middle Eastern Services, 1929, in respect of Aden, and to request you to convey to the Lords Commissioners of the Treasury the following information with regard to the details of the expenditure in question.

2. Details of the estimated expenditure of £14,500 in respect of the Protectorate Levies, as supplied by the Air Ministry, were enclosed in the letter from this Department of the 25th of March.†

3. As regards the provision of £7,500 for the Police, this is based on an estimate of £5,775, or Rs. 77,000, for recurrent expenditure given in paragraph 6 of a despatch from the Resident to the Chief Secretary to the Government of Bombay dated the 4th of August, 1928,‡ a copy of which was sent to you on the 9th of September, to which sum was added £1,518, or Rs. 20,242, being an estimate of the balance to be carried over to 1929 of the capital expenditure amounting to Rs. 30,242 incurred in adapting the old infantry barracks for the use of the Police—*vide* enclosure to India Office letter to the Colonial Office of the 11th of January, 1929,§ a copy of which was sent direct to you, and to which Colonial Office letter of the 19th of January‖ refers. Mr. Amery regrets that details of the capital expenditure have not yet been received from the Secretary of State for India. A reminder is being sent and a further communication will be addressed to Their Lordships on receipt of his reply Information has, however, been received that, of the total revised Estimate of Rs. 30,242, a sum of Rs. 20,000 was likely to be spent before the 31st March, 1929.

The total of £7,293 (£5,775 + £1,518) was rounded to £7,500.

4. A detailed Estimate of the Protectorate Expenditure, as provided by the Resident, formed an enclosure to a semi-official letter from this Department dated the 26th of January.¶ A copy of Statement "C" referred to by the Resident in connection with Item 1 of the Estimate formed an enclosure to Colonial Office letter of the 27th of June, 1928,** and Sir Stewart Symes has explained that the figure of £5,838 inserted under this item is three-tenths of the total of Statement "C" pending settlement of certain questions. As regards Item 6 there are no details of Durbar Presents and Entertainment, but Their Lordships will remember that, in Sir R. B. Nind Hopkins' letter No. S. 32316 of the 3rd of November, 1928,†† a total expenditure of Rs. 156,036, or £12,378, was authorised for these services, the original estimate having been for £10,878. The total of £10,000 estimated for the current year, therefore, shows the reduction that Their Lordships, in the last sentence of their letter under reference, considered feasible. The amount provided for Stipends remains the same as for 1928, and the details of that provision were forwarded to Their Lordships under cover of Colonial Office letter of the 30th of January, 1928.‡‡

5. In order to arrive at the sum finally asked for under this Head, Items 8 (Police) and 9 (Hodeidah Mission) were eliminated as being separately provided for, and to the resultant total of £25,000 were added—

£2,625 in respect of the house for Protectorate Secretary;
£1,300 in respect of furniture for the Residency;
£1,000 for non-effective charges;

giving a figure of £29,924, or say £30,000, to which, however, Their Lordships subsequently added £2,500 for contingencies.

6. For convenience of reference, a Statement giving details of the £32,500 is annexed.

I am, &c.,
H. R. COWELL.

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* No. 68. † No. 71. ‡ Enclosure in C. 59297/28 [No. 66]: printed in Middle East No. 22. § C. 69297/29 [No. 6]: printed in Middle East No. 22. ‖ C. 69297/29 [No. 9]: printed in Middle East No. 22. ¶ C. 69261/29 [No. 2]: not printed. ** C. 59274/28 [No. 13]: printed in Middle East No. 22. †† C. 59261/28 [No 14]: not printed. ‡‡ No. 55 in Middle East No. 19.

Enclosure in No. 73.

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ADEN (MIDDLE EASTERN SERVICES VOTE).

ESTIMATE OF THE AMOUNT REQUIRED IN THE YEAR ENDING 31ST MARCH, 1930, FOR POLITICAL SERVICES IN ADEN.

		Total.	*Observations.*
	£	£	(For Items 1-7 *vide* Resident's despatch of 16th October, 1928, of which a copy was enclosed in Colonial Office semi-official letter of the 26th of January, 1929.*)
1. Contribution to the Government of India in respect of the salaries, &c., of the Resident Staff and other divisible expenditure connected with the administration of Aden.	5,838	5,838	Amount payable by His Majesty's Government on account of the services mentioned in Statement C accompanying Colonial Office letter of the 27th of June, 1928,† to the Treasury. Subject to revision in 1931. Estimated at three-tenths of total cost.
2. Upkeep of Residency ..	150	150	See covering despatch referred to above.
3. *2nd Assistant Resident and Protectorate Secretary.*			
Pay	975		*Vide* Treasury letter E. 19172/2 of 11th June, 1928,‡ and subsequent correspondence ending with Colonial Office letter of 15th March, 1929.§
Aden (or Local Duty) allowance	180		
Conveyance allowance ..	90		
Actual Travelling allowance	135		
Passages (3 at £116 each)	348		
		1,728	
4. *District Inspector.*			
Pay	900		*Vide* Treasury letter E. 20798 of 6th of June 1928.‖
Aden allowance	180		
Personal allowance ..	180		
Consolidated Travelling allowance	225		
Passage (one at £116) ..	116		
		1,601	
5. *Second District Inspector.*			
Pay			*Vide* Treasury letter E. 19172/2 of 13th August 1928.¶
Aden allowance			
Consolidated Travelling allowance.	1,500	1,500	
Passage			
Leave Salary			
6. *Protectorate chiefs.*			
Durbar Presents ..	5,000		For 1928 figures *vide* Treasury letter S. 32316 of 3rd November 1928.**
Entertainment	5,000		
Stipends	3,982		*Stipends.* *Vide* Colonial Office letter of 30th January, 1928.††
		13,982	
7. Secret Service	200	200	*Vide* covering despatch referred to above.
8. House for Protectorate Secretary.	2,625	2,625	*Vide* Treasury letter S. 33540 of 12th September, 1928.‡‡
9. Furniture for Residency ..	1,300	1,300	*Vide* Treasury letter S. 33540 of 15th January, 1929.§§
10. Non-effective Charges ..	1,000	1,000	Based on claim of £1,194 by India for 1927, *vide* Colonial Office letter of 7th January, 1929.‖‖
11. Contingencies	2,500	2,500	
		32,424 or say £32,500	

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* C. 69261/29 [No. 2]: not printed. † C. 59274/28 [No. 13]: printed in Middle East No. 22. ‡ C. 59270/28 [No. 88]: printed in Middle East No. 22. § C. 69279/29 [No. 4]: not printed. ‖ C. 59038/28 [No. 47]: not printed. ¶ C. 59038/28 [No. 24]: not printed. ** C. 59261/28 [No. 14]: not printed. †† No. 55 in Middle East No 19. ‡‡ C. 59340/28 [No. 8]: not printed. §§ C. 69265/29 [No. 1]: printed in Middle East No. 22. ‖‖ No. C. 59274/28 [No. 53]: not printed.

C. 69297/29 [No. 50].

No. 74.

COLONIAL OFFICE to AIR MINISTRY.

Downing Street, 6th May, 1929.

SIR,

I AM directed by Mr. Secretary Amery to acknowledge the receipt of Mr. Webster's letter of the 13th of April,* and to request you to inform the Air Council that subject to the approval of the Lords Commissioners of the Treasury, Mr. Amery concurs in the proposed retention of two additional platoons of Aden Levies for a further period of one year from July, 1929. He notes that it is proposed that the term of the engagement of these additional platoons should not be extended beyond July, 1930.

2. Mr. Amery observes that the provision made in the Colonial and Middle Eastern Service Vote for 1929 for this Force covers a strength of 6 platoons from 1st April, 1929, to 31st August, 1929, and a strength of 4 platoons only for the remainder of the financial year. (Air Ministry letter of 13th February, 1929.)

3. The cost of the retention of the two additional platoons, making 6 in all for the whole of the year, will therefore be £1,750 approximately, *i.e.*, seven-twelfths of £3,000, and it is hoped that this additional cost can be met from provision made under the Aden Subhead without causing an excess.

4. A copy of this correspondence has been sent to the Treasury.

I am, &c.,
H. R. COWELL

C 69297/29 [No. 72].

No. 75.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 77.]

Downing Street, 30th May, 1929.

SIR,

WITH reference to the meeting of the Standing Aden Committee held at the Colonial Office on the 28th of May to consider the financial arrangements for the Aden Police, I am directed by Mr. Secretary Amery to transmit to you, to be laid before the Lords Commissioners of the Treasury, a draft letter to the India Office embodying the conclusions reached at the meeting.

2. It is understood that Their Lordships will not offer any objection to the provision for the proposed contribution of £5,000 by His Majesty's Government toward the cost of the reorganised Police Force, falling on the Colonial and Middle Eastern Services Vote.

3. I am accordingly to invite Their Lordships' concurrence in the terms of this draft.

I am, &c.,
O. G. R. WILLIAMS.

Enclosure in No. 75.

DRAFT.

Downing Street, , 1929.

SIR,

I AM directed by Mr. Secretary Webb to request you to inform the Secretary of State for India that he has under consideration Mr Walton's letter No. P.84 of the 14th of February† regarding the financial arrangements for the Police Force at Aden. This question was also considered at a meeting of the Standing Committee held at the Colonial Office on the 29th of May, 1929, at which the India Office representative was present.

2. I am to transmit to you the accompanying copy of a memorandum‡ circulated at the meeting. As a result of the discussion which took place on this memorandum,

* C. 69297/29 [No. 18]: printed in Middle East No. 22.

† C. 69297/29 [No 22]: printed in Middle East No. 22. ‡ Not printed.

I am to submit the following proposal with a view to arriving at a definite settlement of this question.

(*a*) His Majesty's Government are willing to contribute a sum of £5,000 per annum towards the cost of the reorganised Police Force and, in addition, to bear the capital cost of the accommodation which is being provided for the Armed Police, and which is estimated at Rs. 55,000. It is assumed that, in the event of this accommodation being employed for purposes other than those of the Military Police, the Government of India will be prepared to recognise the claim of His Majesty's Government to a reversionary interest therein.

(*b*) His Majesty's Government are further prepared to provide for one year at least two additional platoons of Aden Protectorate Levies at an estimated cost of £3,000 per annum, which, being military expenditure, will be included in the military budget. These additional Levies will provide, *inter alia*, the necessary Forces for the policing of Kamaran.

(*c*) In deference to the views expressed by the India Office representative at the meeting of the Aden Committee, His Majesty's Government are prepared to agree that the proposed contribution of £5,000 referred to above, should be regarded as falling outside the scope of the agreement arrived at with regard to the future apportionment of military expenditure between His Majesty's Government and the Government of India.

(*d*) These proposals are made on the understanding that the Police Force as a whole shall be under the control of a British Police Officer of adequate status, and that a force of not less than 30 efficient armed police shall be maintained at Perim with the necessary reliefs on the mainland.

3. Mr. Webb trusts that Captain Wedgwood Benn will share his anxiety that a settlement should if possible be reached on the above basis, and will see his way to recommend these proposals to the Government of India for their favourable consideration.

4. In the event of their being accepted, it is proposed that the recruitment of the new force to replace the temporary force of 100 armed police recruited from India should be proceeded with as rapidly as possible, and that the Resident should be instructed to submit proposals for the training of the men and for the gradual disbandment of the existing force in order to prevent overlapping as far as possible.

I am, &c.,

The Under-Secretary of State,
India Office.

C. 69261/29 [No. 5].

No. 76.

TREASURY to COLONIAL OFFICE.

(S. 21238/03.)

Treasury Chambers, 31st May, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 18th ultimo,* with enclosure, relative to the provision in respect of Aden in the current year's Estimate for Colonial and Middle Eastern Services and They direct me to request you to convey to Mr. Secretary Amery the following observations:—

2. The estimate of £14,500 for the Protectorate Levies was approved by Treasury letter of 17th April, 1929.†

3. As Mr. Amery is aware, the question of the amount of the Imperial Government's contribution towards the expenses of the Aden Police is still under discussion.

4. With regard to the estimate of £32,500 for Protectorate Expenditure—

Item 1.

It would appear from the Resident's despatch dated 16th October, 1928 (No. 188),‡ a copy of which was enclosed with Mr. Howard's semi-official letter of the 26th January last,§ that the provision made for the Resident's salary, &c., is excessive by 3/10ths of Rs. 6,000, say, £135.

* No. 73. † No. 72. ‡ C. 59360/28 [No. 4]: not printed. § C. 69261/29 [No. 2]: not printed.

Item 3.
My Lords have now sanctioned a salary of £1,000 and a local duty allowance of £100 for this officer (Treasury letter, 23rd April, 1929—E 19172/2*).

Item 5.
My Lords understand that the post of Second District Inspector does not at present exist, and They request that Their authority may be sought if and when it is proposed to create it.

Item 9.
The estimate for furniture for the Residency was £1,694, plus 7½ per cent. Agency charges, and My Lords sanctioned the expenditure subject to India bearing a moiety (Treasury letter, 15th January, 1929 (S. 33540)†) I am to inquire how the figure of £1,300 is arrived at.

Subject to these observations and to the questions still undecided regarding the apportionment of the total expenditure covered by Item 1, My Lords approve the estimate for Protectorate Expenditure.

I am, &c.,
R. V. NIND HOPKINS

C. 69297/29 [No. 80].

No. 77.

TREASURY to COLONIAL OFFICE.

(S. 31885/03/3.)
Treasury Chambers, 7th June, 1929.

SIR,
I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 30th May, 1929,‡ relative to the financial arrangements for the Aden Police.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords concur in the terms of the draft of the letter which it is proposed to address to the India Office embodying the conclusions reached at the Meeting of the Aden Standing Committee held on the 28th May, 1929.

I am to state that Their Lordships will not offer any objection to the provision for the proposed contribution of £5,000, by His Majesty's Government toward the cost of the reorganised Police Force, falling on the Colonial and Middle Eastern Services Vote.

I am, &c.,
R. V. NIND HOPKINS.

Sub-head M. Appropriations-in-Aid.

C. 69038/29 [No. 10].

No. 78.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Accounts.)
(No. 5.)
Downing Street, 4th July, 1929.

SIR,
I HAVE the honour to refer to Mr. Luke's despatch, No. 136, of the 25th October, 1928,§ regarding the arrangements for payment to the Colonial Office of the contribution due by the Government of Palestine to His Majesty's Government in respect of the cost of defence, and to inform you that, on the assumption that you will agree to the continuance of the arrangement made for the year 1928-29, the Crown Agents for the Colonies are being requested to pay to the Colonial Office in four quarterly instalments the contribution of £30,500 fixed for the year 1929-30.

I have, &c.,
PASSFIELD.

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* C. 69279/29 [No. 9]: not printed. † C. 69265/29 [No. 1]: printed in Middle East No. 22. ‡ No. 75. § C. 59463/28 [No. 9]: not printed.

C. 59466/28 [No. 4].

No. 79.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER.

[*Answered by No.* 80.]

(No. 88.)
Downing Street, 3rd October, 1928.

SIR.
I HAVE the honour to refer to Lord Plumer's despatch No 72 of the 21st of June* and to paragraphs 6 and 7 of his despatch No. 74 of the 26th of June,† and to convey to you my covering sanction for the arrangements made, as reported in those despatches, for the issue of loans to Government officials for the repair of damage caused by the earthquake which occurred in 1927 I should have preferred the arrangements to have been submitted to me before adoption, but I realise that the circumstances rendered the early issue of these loans desirable.

2 In my telegram No. 208 of the 6th of October‡ I referred to a suggestion made by the Lords Commissioners of His Majesty's Treasury that a definite sum of £20,000, representing the estimated total of the loans to be made to individuals, should be treated as a loan by His Majesty's Government to the Trans-Jordan Government bearing interest at the rate of 6 per cent. per annum as from 1st April, 1928, any unexpended balance of the sum of £20,000 being specially repaid to the British Exchequer as soon as it is known not to be required Their Lordships have now agreed that that small balance of £P.45 which remained unissued from the total of £P.20,000 need not be specifically repaid, but they consider that the whole loan of £P 20,000, bearing interest at the rate of 5 per cent., instead of 6 per cent. as originally suggested, should be repaid by ten annuities of £2,590 1s. 10d., the first of which should be paid on or before the 31st of March, 1929, and thereafter annually.

3. I note from paragraph 6 of Lord Plumer's despatch No 74 of the 26th of June that the loans issued to persons other than Government officials were made subject to the payment of interest at the rate of 6 per cent. and to repayment of the amount of the loan over a maximum period of eight years. The loans to Government officials were made free of interest but are to be repaid in one year or two years according to the class of appointment held by the officer. If these conditions are observed the arrangement set out in the latter part of the preceding paragraph will be to the advantage of the Trans-Jordan Government.

4. In view of the arrangements proposed for the repayment to His Majesty's Government of the amount of the loan made to the Trans-Jordan Government, a special account should be kept for loans issued to Government officials and other persons and the repayments already made credited to that account. It will also be necessary strictly to observe the conditions on which the loans were issued, and the first annuity should be paid to His Majesty's Government by the date stated, viz., 31st March, 1929.

5. I shall be glad if you will furnish me with a statement of this special account as at 30th September, 1928, and thereafter at quarterly intervals You should also inform me of the acceptance of this arrangement, so that it may be formally reported to the Treasury.

I have, &c.,
L. S. AMERY.

C 59466/28. [No. 6].

No. 80.

TRANS-JORDAN

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 17th December, 1928.)

(No. 168.)
(Extract.)
High Commissioner's Office,
Jerusalem, 8th December, 1928.

SIR.
I HAVE the honour to refer to your despatch Trans-Jordan No. 88 of the 3rd October,§ relating to the issue of loans and advances by the Trans-Jordan Government for the repair of damage caused by the earthquake in 1927.

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* C. 59466/28 [No. 1]: not printed. † C. 59466/28 [No. 2]: not printed.
‡ 44675/27 [No. 9]: not printed. § No. 79

2. The Trans-Jordan Government agree to the adoption of the arrangement proposed in paragraphs 2 and 3 of your despatch for the repayment of the total of £P 20,000 by ten annuities of £2,590 1s. 10d. They will take steps to effect payment of the first annuity on or before 31st March, 1929, and thereafter of a like annuity on or before the 31st March of each subsequent year until March, 1938.

3. The accounting procedure suggested in paragraph 4 of your despatch is that which is actually being followed.

* * * * * * * * *

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for
Trans-Jordan.

C 59466/28 [No. 7]

No. 81.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 1st January, 1929.

WITH reference to Mr. Fass' letter No. S.32454 of the 6th September* relative to the loans made by the Government of Trans-Jordan in connection with earthquake damage, I am directed by Mr. Secretary Amery to transmit to you, for the information of the Lords Commissioners of the Treasury, a copy of a despatch† and enclosure which has been received from the High Commissioner in which he accepts the suggestion of Their Lordships as to the repayment of the loan, as set out in paragraph 2 of the letter under reference, and also submits a statement of Payments and Receipts up to the 30th September, 1928.

I am, &c.,
O. G. R. WILLIAMS.

Kamaran.

C. 59188/28 [No. 4.]

No. 82.

COLONIAL OFFICE
to
INDIA OFFICE.

[*Answered by No.* 83.]

SIR, Downing Street, 18th October, 1928.

I AM directed by Mr. Secretary Amery to refer to the letter from your Department of the 7th September, 1928,‡ forwarding the revised Budget estimates for the Kamaran Quarantine Station for 1928, and to enquire whether an estimate can be given of the receipts which may be expected to accrue to British revenues during the financial year 1929-30 under the Anglo-Dutch Agreement relating to this Station.

2. As the Secretary of State for India is aware, such receipts are, in accordance with a Treasury decision, payable to the Colonial Office, and an estimate of the amount involved is required for inclusion in the Colonial and Middle Eastern Services Estimates for 1929.

3. I am to request the favour of an early reply and to suggest that if necessary, the required information should be ascertained from the Government of India by telegram.

I am, &c.,
O. G. R. WILLIAMS.

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* C. 59435/28 [No. 20] : not printed. † No. 80. ‡ C. 59273/28 [No. 11] : not printed.

C 59188/28 [No. 12].

No. 83.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 27th October, 1928.

WITH reference to your letter of the 18th October,* relating to the Kamaran Quarantine Station, I am directed by the Secretary of State to state, for the information of Mr. Secretary Amery, that it has been ascertained from the Government of India that the receipts from pilgrim dues are estimated, in the Budget estimates of the Quarantine Station for 1929, to amount to Rs.6 lakhs. Should this figure be realised a sum of approximately Rs.30,000 may be expected to be payable out of the Kamaran Quarantine Station Fund on the 1st January, 1930, for division between Imperial and Indian revenues.

I am, &c.,
C. H. SILVER,
for Secretary,
Economic and Overseas Department.

Aden.

C. 59188/28 [No. 7].

No. 84.

ADEN.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 12.30 p.m., 16th October, 1928.)

TELEGRAM.

[*Answered by No.* 85.]

16TH OCTOBER. Reference your despatch 138, 15th August,† please furnish by telegram before 25th October as close an estimate as possible of amount likely to be received during 1929-30 from sale of arms and ammunition to Arab chiefs.—AMERY.

C. 59188/28 [No. 8].

No. 85.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2.34 p.m., 22nd October, 1928.)

TELEGRAM.

No. 196. 22ND OCTOBER. Your telegram of 16th October.‡ Demand for arms and ammunition on payment and extent to which it may be expedient to meet it depends on the frontier situation which cannot be foreseen. Total amounts received in the past 3 years are approximately 60,000, 16,000 and 2,800 rupees to date respectively. If no Zeidi menace arises I shall limit the sale. Contrariwise we may have to sell up to last year's amount or more.

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* No. 82. † C. 59253/28 [No. 38] : not printed. ‡ No. 84.

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Printed for the use of the Colonial Office.

Middle East.
No. 30.

Confidential.

Correspondence

[1929 to 1930]

RELATING TO THE

Enlargement of the Jewish Agency

FOR

PALESTINE.

Printed for the use of the Colonial Office.

Middle East.
No. 30.

Confidential.

Correspondence

[1929 to 1930]

RELATING TO THE

Enlargement of the Jewish Agency

FOR

PALESTINE.

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2. To the Zionist Organisation ... ... January 25	Acknowledges receipt of memorandum in No. 1 and presumes that, if and when the present scheme is ratified as a whole by the Zionist Congress, a formal request will be preferred for acceptance by His Majesty's Government of the enlarged body as the "Jewish Agency" for the purposes of Article 4 of the Palestine Mandate 15
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9. The Zionist Organisation August 16	States that the Agreement embodying the Constitution of the enlarged Agency was signed on the 14th August. Full text of the Agreement together with resolution will be forwarded at an early date, and formal application made for the assurance from His Majesty's Government regarding the Organisation's status in the event of the dissolution of the Agency ... 20
10. To the Zionist Organisation August 20	States that the terms of the Article in the Constitution of the enlarged Agency relating to its dissolution appear to be satisfactory 21
11. To the Zionist Organisation August 30	Acknowledges No. 9 and states that further communication promised will be awaited 21

Jewish Agency.—**Gp. 6.** 24263/2782. 30. 5/32. (97424) M. & S.

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1929	
12. The Zionist Organisation September 16	Forwards copy of Agreement embodying the Constitution of the Jewish Agency for Palestine, and requests that the Agency may be recognised as the Jewish Agency referred to in Article 4 of the Mandate. States that it is hoped that His Majesty's Government will now give an assurance regarding the status of the Organisation in the event of the dissolution of the Agency 21
13. To Foreign Office ... October 16	Forwards for perusal and return copy of the Agreement embodying the Constitution of the new Agency. Subject to concurrence proposes to reply as in draft enclosed. Raises question as to consent of the Council of the League of Nations being obtained ... 29
14. Foreign Office ... November 20	Concurs in proposed reply to the Zionist Organisation. Returns copy of Agreement and considers that it will be sufficient to notify the Permanent Mandates Commission of the change, and that it is unnecessary to obtain formal consent of the Council of the League of Nations 29
1930	
15. To the Zionist Organisation August 6	Conveys formal notification of the fact that His Majesty's Government are prepared to recognise the enlarged Jewish Agency as the Agency referred to in Article 4 of the Mandate for Palestine, and gives assurance required in the event of its dissolution ... 30
16. To Foreign Office ... August 6	Transmits copy of No. 15 and requests that the Secretariat of the League of Nations may be notified, for the information of the Permanent Mandates Commission, of the fact that formal recognition has been accorded by His Majesty's Government 30
17. The Zionist Organisation August 8	Acknowledges No. 15 31
18. To the Officer Administering the Government, Palestine, 669 ... August 19	States that after discussion with Sir John Chancellor it has been decided that formal recognition should now be accorded to the enlarged Jewish Agency. States that the Zionist Association have been so informed and the Secretary of State for Foreign Office requested to notify the Secretariat of the League of Nations ... 31
19. Foreign Office to Secretary-General, League of Nations ... ... August 27 (Copy received in Colonial Office, Sept. 2)	Transmits copies of Nos. 12 and 15 and requests that the Permanent Mandates Commission may be informed that His Majesty's Government have accorded formal recognition of the enlarged Jewish Agency as the Agency referred to in Article 4 of the Palestine Mandate 31
20. Secretary-General, League of Nations, to Foreign Office ... ... September 2 (Copy received in Colonial Office, Sept. 11)	States in reply to No. 19 that copies of Nos. 12 and 15 will be circulated to members of the Mandates Commission 32

Correspondence

[1929 to 1930]

relating to the

Enlargement of the Jewish Agency

for

PALESTINE.

PREFATORY NOTE.

1. THE status of the Jewish Agency *vis-à-vis* His Majesty's Government and the Administration of Palestine is governed by Article 4 of the Palestine Mandate. The text of that Article is as follows:—

> "An appropriate Jewish Agency shall be recognised as a public body for the purpose of advising and co-operating with the Administration of Palestine in such economic, social, and other matters as may affect the establishment of the Jewish National Home and the interests of the Jewish population in Palestine, and, subject always to the control of the Administration, to assist and take part in the development of the country.
>
> "The Zionist Organisation, so long as its organisation and constitution are, in the opinion of the Mandatory, appropriate, shall be recognised as such agency. It shall take steps, in consultation with His Britannic Majesty's Government, to secure the co-operation of all Jews who are willing to assist in the establishment of the Jewish National Home."

2. The Zionist Organization was originally recognised as the appropriate Jewish Agency for the purpose of Article 4 of the Mandate. As the result of negotiations between that Organization and prominent non-Zionists throughout the world, a scheme was evolved for an enlarged Jewish Agency, representative of both Zionists and non-Zionists. The Agreement embodying the constitution of the enlarged Jewish Agency (the text of which is given in No. 12 in this print) was signed at Zurich on the 14th of August, 1929. The formal recognition of His Majesty's Government of that body as the Agency referred to in Article 4 of the Mandate was conveyed in a letter from the Colonial Office to the Zionist Organisation dated 6th August, 1930 (No. 15 in this print).

3. The organs of the Agency are:—

(*a*) the Council;
(*b*) the Administrative Committee;
(*c*) the Executive.

(*a*) The Council is the supreme governing body of the Agency. It is composed as to one-half of representatives of the Zionist Organization, and as to the other half of representatives of non-Zionists of various countries. The members of the Council are appointed prior to ordinary meetings of the Council, which take place once in two years.

(*b*) The Administrative Committee consists of 40 members who are appointed by the members of the Council. The members of this Committee hold office from one ordinary meeting of the Council to the next, and meet so far as circumstances permit once in six months. The functions of this Committee are to receive and consider reports from the Executive and, between the ordinary meetings of the Council, to decide questions of policy and to exercise general authority and supervision over the activities of the Agency and the conduct of its affairs.

(*c*) The Executive is appointed by the Council at ordinary meetings and holds office until the next ordinary meeting. It is charged with the conduct of the current business of the Agency in accordance with the constitution thereof, and with such

directions as may from time to time be given by the Council or by the Administrative Committee in the exercise of their respective constitutional powers. The Executive offices of the Agency are in Jerusalem, but an office is maintained in London under the direction of the President of the Agency, in conjunction with such members of the Executive as may be designated by the Council in consultation with the President. The Executive is specially charged with the conduct of business between the Mandatory Power and the Agency.

The functions, composition, &c., of the above bodies are set out in full in No. 12 of this print.

C. 67020/29 [No. 2].

No. 1.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

[*Answered by No. 2.*]

The Zionist Organisation, Central Office, 77, Great Russell Street,
London, W.C.1, January, 1929.

SIR,

I HAVE the honour to enclose herewith a memorandum summarising the course of the negotiations with reference to the proposed re-organisation of the Jewish Agency for Palestine.

I have, &c.,
CH. WEIZMANN.

Enclosure in No. 1.

PROPOSED REORGANISATION OF THE JEWISH AGENCY.

THE first Annual Conference of the Zionist Organisation since the outbreak of War was held in London in July, 1920, and adopted the following resolution in favour of the Organisation of a Jewish World Congress:—

> "The Zionist Annual Conference declares itself in favour of the convening of a Jewish World Congress, constituted on a democratic basis, at as early a date as possible. Such Congress shall be the authoritative body to speak and act on behalf of the Jewish people in all national affairs. To this end and purpose the Executive shall, after consultation with the Fractions, select a Committee of five persons who shall, in conjunction with the Zionist Executive Committee, take the necessary steps to place itself in connection with such Jewish bodies as have declared themselves in favour of a Jewish World Congress, with the object of creating an Organisation Committee, which shall organise and convene the Jewish World Congress."

2. The first meeting since the War of the supreme governing body of the Zionist Organisation, the Zionist Congress, was held at Carlsbad in September, 1921. The question of the re-organisation of the Jewish Agency was not directly raised, but the Congress had before it a resolution to the effect that the Actions Committee,* in conjunction with the Executive of the American Jewish Congress, the Va'ad Leumi, and other Jewish democratic organisations, should "take the necessary steps for the convocation of a Jewish World Congress whose task it shall be to organise all Jewish national forces for the reconstruction of Palestine." This proposal was referred by the Congress to the Executive for consideration in consultation with the Actions Committee.

3. A meeting of the Annual Conference was held at Carlsbad in August-September, 1922. In the interval which had elapsed since the meeting of the Twelfth Congress in 1921, the Mandate for Palestine had been approved by the Council of the League of Nations, and the Conference, having declared that the Zionist Organisation accepted the rights and duties of the Jewish Agency, proceded to adopt the following resolutions:—

> "The Central Council declares that it is the wish of the Zionist Organisation that the Jewish Agency shall represent the whole Jewish people."
>
> "The Central Council recognises the convocation of a Jewish World Congress for the reconstruction of Erez Israel as the best means of realising this object, and calls upon the Executive, as the organ of the Jewish Agency, to prepare for this Congress, and to report to the Actions Committee by the end of the year with a view to settling the mode of election."

* Now known as the General Council.

4. The organisation of a Jewish World Congress, as contemplated in the London and Carlsbad resolutions, was found to present serious practical difficulties, but among the questions which engaged the attention of the Executive during 1922 was that of the measures to be taken to give effect to that part of Article 4 of the Mandate for Palestine which provides that the Zionist Organisation "shall take steps, in consultation with His Britannic Majesty's Government, to secure the co-operation of all Jews who are willing to assist in the establishment of the Jewish National Home." The first definite step was taken on 20th February, 1923, when the Executive adopted the following resolution:

> "That negotiations be opened with the representatives of leading Jewish communities and organisations with a view to providing for the participation of those bodies in the Jewish Agency, and to devising the most appropriate methods of constituting the Agency."

5. The terms of this resolution were communicated to the Colonial Office on 27th February, 1923,* and the Executive received a reply dated 12th March, 1923,* in which the Secretary of State intimated his general approval of the action proposed to be taken. As regards the procedure best calculated to achieve the object in view, the Secretary of State was of opinion that this was a matter which should be left to the discretion of the Zionist Organisation. In a further letter dated 27th March, 1923,† the Executive informed the Colonial Office that they proposed, as a first step, to request the Board of Deputies of British Jews and the Anglo-Jewish Association to appoint representatives to sit with representatives of the Zionist Organisation on a Joint Committee for the purpose of considering what steps could usefully be taken with a view to the constitution of the Jewish Agency on a broader basis. They explained that they felt it to be appropriate that the representative Anglo-Jewish bodies should be the first to be invited to associate themselves with the Zionist Organisation in the task of constituting the Jewish Agency, and stated that they would be glad to learn that the action they proposed to take had the approval of His Majesty's Government. The Colonial Office replied on 4th April, 1923,† to the effect that the Secretary of State agreed that it would be appropriate if the representative Anglo-Jewish bodies were the first to be invited to associate themselves with the Zionist Organisation in the matter of the re-organisation of the Jewish Agency.

6. The invitations addressed to the Board of Deputies and the Anglo-Jewish Association were accepted by both bodies, which duly appointed representatives to sit on the Joint Committee. The Joint Committee held its first meeting on 29th June, 1923, and on 25th July, 1923, it adopted a report embodying certain agreed conclusions. The main features of the scheme outlined in the report were that the governing body of the Agency should be a Council to be composed, as to one-half, of members to be appointed by the Zionist Organisation, and, as to the other half, of representatives of the leading Jewish communities in various parts of the world and of bodies actually interested in Palestine on a substantial scale. There was also to be an Executive to be equally divided between nominees of the Zionist Organisation and nominees of the "non-Zionist" half of the Council. The functions of the reconstituted Agency were to be as described in Article 4 of the Mandate for Palestine, and arrangements were to be made for placing at the disposal of the Agency the revenues of the Palestine Foundation Fund (Keren Hayesod).

7. The question of the re-organisation of the Jewish Agency was discussed by the Thirteenth Zionist Congress, which met at Carlsbad in August, 1923. The main feature of the resolution adopted by the Congress was a declaration in favour of the transference of the rights of the Zionist Organisation as the Jewish Agency under Article 4 of the Mandate to an Agency to be elected by a Jewish World Congress, which was to be convened, if possible, within the next three years. At the same time, the resolution provided for certain interim measures to be taken with a view to facilitating immediate co-operation between the Zionist Organisation (which was to remain the Jewish Agency, pending the meeting of the proposed World Congress), and Jewish communities and organisations in sympathy with the Balfour Declaration and with the objects of the Agency as laid down in the Mandate. This part of the resolution was largely based on proposals put forward by the Zionist Organisation of America in accordance with decisions of its Annual Convention at Baltimore in June, 1923. The full text of the resolution will be found below in Appendix A.

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* 10486/23; not printed.

† 15808/23; not printed.

8. On the basis of these instructions, the General Council of the Zionist Organisation proceeded to frame a scheme, which was considered by the London Joint Committee at a meeting held on 12th November, 1923. It seemed clear from the proceedings of the Congress and of the General Council that Zionist opinion was not yet ripe for the transfer of all the functions of the Jewish Agency, including its political functions, from the Zionist Organisation to the enlarged Agency which it was hoped to build up. Accordingly, the Zionist representatives laid before the Committee a revised scheme providing for the establishment of a Joint Council and a Joint Executive to be constituted on the same lines as suggested in the earlier scheme described above. The joint bodies were to exercise full authority in all matters within the economic sphere, with the proviso that, with regard to the fixing of the budget, their function should be to frame a budget for submission to the Zionist Congress, and to supervise expenditure in accordance with the budget as finally approved by the Congress. On the other hand, in political matters the joint bodies were only to act in an advisory capacity, though their views would naturally carry great weight. As the functions of the joint bodies would not be identical with those to be discharged by the Jewish Agency under Article 4 of the Mandate, it followed that the question of their formal recognition as the organs of a reconstituted Agency would not arise. It was, however, explained that, while the Zionist Organisation would retain its status as the Jewish Agency, the effect of the proposals now made would be that it would bind itself to act in economic matters in accordance with the views of the Joint Council and the Joint Executive, and in political matters in consultation with those bodies.

9. These proposals were duly considered by the representatives of the two Anglo-Jewish bodies, but no definite conclusions were reached.

10. The discussion had not proceeded far before a new situation was created by the meeting in February, 1924, of the so-called " Non-Partisan Conference " of American Jews, with results which are more fully described below. The resolutions adopted by the Conference, together with certain suggestions made by a Committee appointed by the Conference to formulate a scheme for the representation of the American Jewish Community in the enlarged Jewish Agency, were considered by the London Joint Committee at a meeting held on 22nd June, 1924. The American proposals did not deal specifically with the functions of the Agency, but related mainly to its constitution, and on this point they were found to be in general accordance with the conclusions at which the Joint Committee had already arrived. With regard to the allotment of seats on the Council of the enlarged Agency as between the various Jewish communities, the Joint Committee framed a tentative scheme for consideration by the American group. The Joint Committee further proposed that the Council should not be deemed to have been constituted until a fixed number, which should be considerably more than one-half of the " non-Zionist " members should have been appointed, and that it should be a *sine qua non* that the original members should include the representatives of certain Jewish communities, of which the American Community was one. The Joint Committee had from the first been of opinion that, in view of the size and importance of the American Jewish Community, its co-operation was indispensable, and the work of the Committee had now reached a point at which it could not usefully be carried further pending the results of the negotiations which had been begun by the Zionist leaders in the United States. With regard to the negotiations with the Anglo-Jewish bodies, it need only be added, as an indication of the attitude of the Board of Deputies—the more representative organisation of the two—that on 21st December, 1924, the Board decided to insert in its constitution a new clause reading as follows :—

> " The Board may associate itself, for the purpose of the execution of the British Mandate for Palestine, with any other Jewish body or bodies."

11. From 1924 onwards the history of the scheme is largely the history of the measures taken, with a view to the entry of the American Jewish Community into the enlarged Agency, by a group of American Jews headed by Mr. Louis Marshall, the President of the American Jewish Committee, in consultation with Dr. Weizmann, the President of the Zionist Organisation.

12. A " Non-Partisan Conference to Consider Palestinian Problems " met in New York on 17th February, 1924, at the invitation of a Committee of which Mr. Louis Marshall was the Chairman. The members of the Conference attended in their individual capacities, but they could fairly be said to be representative of a large body of American Jews not hitherto associated with the Zionist movement. Dr. Weizmann

was present at the Conference and took part in the proceedings. After prolonged discussion, the Conference adopted the following resolution :—

> " Whereas, the Palestine Mandate of the League of Nations provides in Article IV that the Zionist Organisation shall secure the co-operation of all Jews in carrying out the terms of the Mandate; and whereas, the Zionist Organisation has proposed that non-Zionists become members of the Jewish Agency;
>
> " Be it Resolved: That the Chairman appoint a Committee of seven to study the subject of the Jewish Agency, and, if practicable, to formulate an appropriate plan whereby American Jews can associate themselves in such Agency, and that such Committee be empowered to confer with the Zionist Organisation and other bodies to work out such plan for the effectuation of the object in view, and be it further
>
> " Resolved: That the Committee report its conclusions to a re-convened session of this conference, or by such other method as may be deemed appropriate."

The following resolution was also adopted with reference to the establishment of an investment corporation for the development of Palestine :—

> " Resolved: That it be the sense of this assemblage that a Committee of seven be appointed by the Chair for the purpose of organising an investment corporation with adequate capital for the purpose of upbuilding and developing the economic resources of Palestine on an economic basis, which shall enlist, if possible, the co-operation of all existing and operating corporations and groups which have the same end in view."

13. The Committee referred to in the resolution on the Jewish Agency was duly appointed, and at a meeting held on 24th May, 1924, it adopted a report containing various proposals for the re-organisation of the Jewish Agency in such a manner as to provide for co-operation on a footing of equality between the Zionist Organisation and "non-Zionists," including, in particular, those of the United States. As already stated, the proposals of the New York Committee did not deal specifically with the functions of the enlarged Agency, but, so far as they related to its constitution, they were found to be in general accordance with the conclusions arrived at by the London Joint Committee.

14. The recommendations of the New York Committee were considered and approved by a second " Non-Partisan Conference " which met in New York on 1st March, 1925. Mr. Marshall presided, and Dr. Weizmann was present and spoke. The full text of the resolution adopted by the Conference with regard to the Jewish Agency will be found below in Appendix B. The operative portion is as follows :—

> " Be it Resolved: First: That the Report of the Committee and its several recommendations be, and the same are in principle accepted and approved.
>
> " Second: That in order to carry out the plan embodied in such report, the Chairman appoint an Organisation Committee to consist of twelve members who are not members of the Zionist Organisation, but who are to act in co-operation with the Zionist Organisation for the purpose of bringing about full participation of American Jewry in the Jewish Agency, and that such committee be instructed to proceed with its activities in accordance with the following directions :—
>
> (*a*) That it shall proceed to bring about the creation and recognition of a Jewish Agency pursuant to the Mandate which shall consist of a Council and an Executive Committee in both of which bodies there shall be non-Zionist representatives of responsible American-Jewish organisations in the ratio hereinafter specified;
>
> (*b*) That on the Council of the Jewish Agency to be formed fifty per cent. of the membership shall be selected by the Zionist Organisation and fifty per cent. by non-Zionist bodies willing in the spirit of the Mandate to co-operate actively in the Jewish Agency;
>
> (*c*) That of the non-Zionist members of the Council of the Jewish Agency, forty per cent. shall be representatives of American Jewry, exclusive of such American representatives as may be selected by the Zionist Organisation;
>
> (*d*) That fifty per cent. of such Executive Committee as may be selected to administer the affairs of the Jewish Agency shall be appointed by the World Zionist Organisation, and fifty per cent. shall be appointed by the Council composed of the non-Zionist bodies participating in the responsibilities of the Jewish Agency;
>
> (*e*) That the right of the members of the Council and in the Executive Committee of the Jewish Agency to vote by proxy shall be recognised.
>
> " Third: That upon the receipt of the acceptances by a majority of those chosen for membership in the Council representing non-Zionist bodies, of their designation as such members, an assembly of the American members of the Council of the Jewish Agency shall be summoned by the Organising Committee appointed by this Conference.
>
> " Fourth: That due consideration be given at such assembly to the desirability of making the Keren Hayesod (Palestine Foundation Fund) an instrumentality of the Jewish Agency in respect to such financial matters as properly come within the jurisdiction of the Agency and for the unification of the various public and philanthropic efforts, as distinguished from economic undertakings, directed to the upbuilding of Palestine."

With regard to the resolution of the 1924 Conference on the subject of the establishment of an investment corporation. it was reported that the Palestine Economic

Corporation had been established, with an authorised capital of $3,000,000, and with a Board of Directors including Mr. Bernard Flexner as President, and Mr. Marshall and Colonel Herbert H. Lehman as Vice-Presidents.

15. Immediately after the Conference Dr. Weizmann was obliged to leave for London, and the negotiations in New York were continued on behalf of the Zionist Executive by Mr. Leonard Stein, who came to a provisional understanding with Mr. Marshall on various outstanding points relative to the constitution of the enlarged Agency. On 22nd June, 1925, Mr. Marshall, in conformity with paragraph 2 of the resolutions of the 1925 Conference, issued invitations to a number of representative American Jews to serve on an Organisation Committee, which was to meet as soon as possible after the then impending Zionist Congress, in the event of favourable action being taken by that body.

16. The resolutions of the New York Conference and the results of the subsequent negotiations with Mr. Marshall were laid before the Fourteenth Zionist Congress, which met in Vienna in August, 1925. The Congress also had before it the results of the negotiations between the Zionist Executive and the Anglo-Jewish bodies, and of tentative enquiries as to the prospects of " non-Zionist " participation in the Agency which had been made since the last Congress in a number of other countries, including Germany, Holland, Italy and Canada. The proposed re-organisation of the Agency was one of the principal subjects of discussion at the Vienna Congress. After prolonged debate, the Congress adopted the following resolutions, which have formed the basis of all subsequent negotiations with regard to the Agency :—

" Recognising that it is desirable to provide facilities for more effective co-operation between all Jews willing to take part in the work of reconstruction in Palestine and the establishment of the Jewish National Home in the spirit of the Balfour Declaration and the Mandate;

" Considering that to this end it is expedient to broaden the basis of the Jewish Agency, and on the understanding that the activities of the Agency shall be based on the following inviolable principles, namely :—

(*a*) A continuous increase in the volume of Jewish immigration;
(*b*) The redemption of the land as Jewish public property;
(*c*) Agricultural colonisation based on Jewish labour;
(*d*) The Hebrew language and Hebrew culture;

The Congress declares as follows :—

I.—The Congress would view with favour the establishment of a Council of the enlarged Jewish Agency for Palestine under the following conditions :—
  (*a*) The Council of the Jewish Agency, which shall consist, when complete of approximately 150 members, shall be composed, as to one-half, of representatives of the Zionist Organisation, and as to the other hand, of representatives of Jewish communities in various parts of the world.
  (*b*) The method by which the various communities shall appoint their representatives shall in each case be settled by agreement in accordance with local conditions, and shall, so far as possible, take the form of democratic elections.
  (*c*) Forty per cent. of the seats allotted to bodies other than the Zionist Organisation shall be reserved for the Jewish Community of the United States.
  (*d*) The distribution of the remaining seats, other than those allotted to the Zionist Organisation, shall be settled by agreement between the Zionist Organisation and the several communities concerned.
  (*e*) Members of the various organs of the Jewish Agency may be represented in their absence only by permanent substitutes.

II.—Pending the meeting of the next Zionist Congress, the Zionist representatives of the Council shall consist of the members of the Executive and the members of the Actions Committee, together with additional representatives in such numbers as may from time to time be required, to be appointed by the Executive and the Actions Committee sitting together. The next Zionist Congress shall appoint the Zionist representatives on the Council by direct election.

III.—The Congress authorises the Executive to proceed with the establishment of the Council on the foregoing basis, and to convene a meeting of the Council to consider the adoption of a constitution, which shall be in the nature of an agreement between the Zionist Organisation and the communities concerned. This meeting shall not, however, be convened, until the Executive have been notified of the appointment, in addition to the members representing the Zionist Organisation, of not less than fifty members of the Council, representing not less than six countries.

IV.—The Congress requests the Executive to ensure that the Constitution referred to in Resolution III shall include a clause providing that such a constitution shall take effect, in the first instance, for a period of three years from the date on which it is adopted by the Council, at the close of which period the question of its renewal shall be decided by agreement between the Zionist Organisation and the other participating bodies.

V.—The Executive having stated that in their opinion the measures contemplated in the foregoing resolutions do not involve any change in Article IV of the Palestine Mandate, the Congress takes note of this statement, which it regards as of fundamental importance, and brings it to the attention of the incoming Executive.

VI.—At the same time, the Congress recognises that should the negotiations proceed to the point of the adoption of a constitution for the Jewish Agency, it will be proper that the Mandatory Power should be informed.

VII.—In order to secure continuity in the political and other work of the Agency, the Congress directs the Executive to ensure the election of the President of the Zionist Organisation as the President of the enlarged Jewish Agency.

KEREN HAYESOD AND JEWISH AGENCY.

" The legitimate claims of the contributors to the Keren Hayesod in regard to representation on the Jewish Agency shall receive consideration in connection with the extension of the Agency."

17. The text of the Vienna resolutions was duly communicated to the Colonial Office by the Zionist Executive under cover of a letter dated 19th October, 1925.* In acknowledging the receipt of this letter on 27th October, 1925,* the Colonial Office informed the Executive that it was assumed that the Zionist Organisation would from time to time report to His Majesty's Government any developments which might arise out of the proposals embodied in the Vienna resolutions, and an assurance to this effect was given to the Colonial Office by the Executive in their letter of 29th October, 1925.†

18. Soon after the Vienna Congress, a situation developed in the United States which resulted in the temporary suspension of the negotiations which had been in progress in that country with reference to the re-organisation of the Jewish Agency. The Joint Distribution Committee—an American-Jewish organisation engaged in relief work on an extensive scale in various parts of the world—launched a campaign for a fifteen million dollar fund to be utilised largely for the purposes of a scheme of Jewish colonisation in Southern Russia. The leading figures in the Joint Distribution Committee were largely identical with the leading figures in the movement which had led to the convening of the New York Non-Partisan Conferences referred to above. The Russian colonisation scheme was regarded with disfavour by many American Zionists, and it was feared by the Zionist Organisation of America that the Joint Distribution Committee's campaign would have a detrimental effect on the receipts of the Palestine Foundation Fund. The result of the controversy which followed was to create an unpropitious atmosphere for the continuance of the negotiations between the Zionist Organisation and the American group headed by Mr. Marshall.

19. With Dr. Weizmann's arrival in the United States in October, 1926, the situation began to take a more favourable turn, and negotiations with Mr. Marshall and his associates were resumed under Dr. Weizmann's personal direction. The result was an agreement signed by Dr. Weizmann and Mr. Marshall on 17th January, 1927. The agreement stated that both parties were in accord " as to the desirability and feasibility of organising a Jewish Agency in accordance with the terms of the Palestine Mandate, as formulated by the Council of the League of Nations on 24th July, 1922, and along the general lines of the resolutions adopted by the Zionist Congress at Vienna in August, 1925." The agreement further provided for the setting up of an impartial and authoritative Commission for the twofold purpose of carrying out a detailed survey of the economic resources and possibilities of Palestine, and of framing a long-term programme of constructive work in Palestine for the re-organised Jewish Agency. The signatories expressed the hope that the report of the proposed Commission would be accepted as conclusive by all concerned, and declared that " immediately upon the rendition of such report, the formal establishment of the Jewish Agency will follow."

20. The immediate result of this agreement was the appointment of the Joint Palestine Survey Commission, consisting of Lord Melchett, Dr. Lee K. Frankel and Mr. Felix Warburg, of New York, and Mr. Oscar Wasserman of Berlin. The terms of reference were set forth in a letter addressed to the members of the Commission by Dr. Weizmann and Mr. Marshall on 1st June, 1927. The members of the Commission were assisted by a number of expert advisers, who proceeded to Palestine and carried out detailed investigations on the spot. All the members of the Commission personally visited Palestine in 1927 or 1928. His Majesty's Government were duly consulted with regard to the appointment of the Commission, and the terms of reference together with the names of the members of the Commission and a list of their expert advisers, were formally communicated to the Colonial Office by the Zionist Executive under cover of a letter dated 27th July, 1927.‡

* 47138/25; not printed.

† Attached to 47135/25 : not printed.

‡ 44198/27 [No. 24] : not printed.

21. The Fifteenth Zionist Congress met at Basle in August-September, 1927, in the interval between the appointment of the Joint Palestine Survey Commission and the publication of its findings. The question of the re-organisation of the Jewish Agency was again discussed at considerable length. The policy laid down by the Vienna Congress in 1925 was reaffirmed, and the following resolutions were adopted :—

> " In accordance with the resolutions of the Fourteenth Congress regarding the extension of the Jewish Agency with a view to the effective co-operation of all Jews in the establishment of the Jewish National Home in Palestine in the spirit of the Balfour Declaration and of the Mandate, the Fifteenth Congress resolves that the following principles, which were declared by the Fourteenth Congress to be unalterable and fundamental, shall be embodied in the constitution of the enlarged Jewish Agency, namely :—
>
> (*a*) A continuous increase in the volume of Jewish immigration;
> (*b*) The redemption of the land as Jewish public property;
> (*c*) Agricultural colonisation based on Jewish labour;
> (*d*) The Hebrew language and Hebrew culture.
>
> Similarly, it must be unconditionally laid down in the constitution of the enlarged Jewish Agency that the President of the Zionist Organisation is the President of the Jewish Agency. The members of the various organs of the Agency can be represented in their absence only by permanent deputy-members.
>
> The Congress confidently expects that, as laid down in former resolutions, the Jewish Agency will represent on a democratic basis, the principal Jewish Communities of the world, especially the Jewish Yishub of Erez Israel, and will include representatives of organised Jewish labour. The Congress requests the Executive energetically to continue their negotiations with the Jewish communities of the various countries concerned.
>
> The Congress takes note of the appointment of the Joint Palestine Survey Commission in pursuance of the agreement concluded between Dr. Weizmann and Mr. Louis Marshall on 17th January, 1927, and hopes that the work of the Commission will be fruitful."

22. In June, 1928, the members of the Commission met in London to consider the findings of their expert advisers, and on 18th June, 1928, they issued a report comprising, in accordance with the terms of reference, a number of important recommendations with regard to the activities of the re-organised Jewish Agency, together with a discussion of the economic resources of Palestine and its possibilities as a field for Jewish colonisation. The report,* together with the results of the experts' investigations, has been placed at the disposal of His Majesty's Government and of the Government of Palestine.

23. The report was addressed, in the first instance, to Dr. Weizmann and Mr. Marshall, as the signatories of the agreement in pursuance of which the Commission had been set up. It was considered by the General Council of the Zionist Organisation at a meeting held in Berlin in July, 1928. The General Council adopted a series of resolutions in which it declared that " the report of the Commission is, in its general outlines, of essential importance for the drawing-up of a programme of work for the Jewish Agency," but made reservations on certain specific points. The full text of the resolutions will be found below in Appendix C. The passages containing the reservations just referred to are as follows :—

> " In view of the economic recommendations of the Commission, the General Council declares that the Report in some essential points does not take into sufficient account the necessity of bringing certain economic methods into accord with the specific tasks and conditions of the work of reconstruction in Palestine.
>
> 1. The Zionist Organisation recognises the Keren Keyemeth Leyisroel as the sole instrument of land policy in Palestine. Therefore, and in accordance with the principle of the redemption of the land as Jewish national property, repeatedly laid down by Zionist Congresses, all lands acquired out of the public moneys of the Jewish Agency shall become the common property of the Jewish people, and be subject to all the principles of the Keren Keyemeth Leyisroel in whatever concerns the ownership of lands and their allotment to settlers. In order to safeguard the integrity of the Keren Keyemeth Leyisroel, the purchase of lands out of two different funds shall be inadmissible.
>
> The Zionist Organisation has also always recognised as important the private purchase of land and the furtherance of the establishment of settlers with means of their own. An institute subserving this purpose shall not be maintained continuously out of public funds, but shall be assisted to undertake its work merely by a single financial contribution.
>
> 2. The General Council calls attention to the underlying principle of Zionist Colonisation work in regard to the freedom of the settler to determine the social form of his settlement, and accordingly declares that in future, too, the right of the settlers should be preserved to choose their form of settlement—Kwuzah, Moshav, or other form—it being understood that every form of settlement shall satisfy economic requirements and afford the possibility of becoming self-supporting.
>
> 3. In accordance with the Congress decisions relating to the continuous increase of immigration, the General Council declares it essential that Jewish immigration into Palestine shall be strengthened and furthered both by the Jewish Agency and by the Palestine Administration, and that immigrant workers, as well as immigrants with independent means, shall receive the requisite facilities to enter the country and settle there.
>
> 4. The General Council declares that in all works and undertakings carried out or furthered by the Jewish Agency, the principle of Jewish labour must be safeguarded.
>
> 5. The upbuilding of the Jewish National Home demands as one of its principles the recognition and development of the Hebrew language and culture.
>
> The General Council accordingly declares that the recognition of the principles laid down in the foregoing five proposals, viz., Jewish labour, Hebrew language, national land, settlers' right of self-determination, and constantly increasing immigration, is an unalterable foundation for the establishment of the Agency and the setting up of a programme of work.
>
> The General Council, whilst directing special attention to the foregoing points, declares that the Report of the Commission is, in its general outlines, of essential importance for the drawing up of a programme of work for the Jewish Agency."

* 57333/28; not printed.

24. The report of the Joint Commission was also laid before a Conference of American Jews, which was convened by Mr. Marshall and his associates, and which met in New York on 20th and 21st October, 1928. The Conference was attended by leading members of Jewish communities and organisations in all parts of the United States, and included representatives of almost all shades of American Jewish opinion. Mr. Marshall presided, and among other speakers who took part in the proceedings were Lord Melchett, Dr. Lee K. Frankel and Mr. Felix Warburg, being three of the four members of the Joint Palestine Survey Commission. The Zionist Executive were represented by Dr. Weizmann and Mr. H. Sacher.

25. The Conference unanimously adopted two resolutions, the full text of which will be found below in Appendix D. The effect of the first resolution was that the report of the Joint Commission was accepted as a basis for common action between the American Jewish community and the Zionist Organisation, within the framework of the Jewish Agency. The second resolution began by endorsing the resolutions of the New York Non-Partisan Conference of 1925, and proceeded to outline as follows the steps to be taken with a view to providing for the representation of the Jewish community of the United States in the re-organised Jewish Agency :—

> " That the Conference now in session representative of the Jews of the United States, who are non-Zionists, in order to carry out the plan heretofore considered with respect to the creation of an enlarged Jewish Agency hereby empowers a committee of seven to be appointed by the Chairman of this meeting, and to be known as an Organisation Committee, to name and designate the non-Zionist members of the Council of the Jewish Agency allotted to the United States; Provided (*a*) that at all times fifty per cent. of the Council of the Jewish Agency and on the Executive Committee of such Agency shall be non-Zionists, and that the remaining fifty per cent. of such membership shall be selected by the Zionist Organisation; (*b*) That of the non-Zionist members of the Council of the Jewish Agency forty per cent. shall be representative of American Jewry, exclusive of such American representatives as may be selected by the World Zionist Organisation; (*c*) That fifty per cent. of the Executive Committee to administer the affairs of the Jewish Agency shall be appointed by the members of the general council selected by the World Zionist Organisation, and the remaining fifty per cent. thereof by the members of the Council of the Jewish Agency composed of the non-Zionists participating therein; (*d*) That members of the Council and of the Executive Committee of the Jewish Agency shall at all times be entitled to vote by proxy; and (*e*) That the Organisation Committee hereinafter referred to shall be consulted with respect to the representation to be allotted to non-Zionists on the general council and the Executive Committee for countries other than the United States, and that such allotment shall be approved by the Organisation Committee."

The resolution concluded by empowering the Organisation Committee referred to in the passage just quoted

> " to adjust with the duly authorised representatives of the World Zionist Organisation any differences that may have arisen or that may arise with respect to the interpretation, effect or operation of any recommendation contained in the report of the Joint Palestine Survey Commission, dated 18th June, 1928."

As a result of discussions which followed in New York between the Committee appointed by Mr. Marshall in compliance with the resolutions of the New York Conference and representatives of the Zionist Organisation, an understanding was reached on the points raised in the reservations made by the General Council of the Zionist Organisation at its Berlin meeting, with reference to certain of the recommendations of the Joint Commission. An understanding was also reached on the point raised by paragraph 4 of the resolutions of the Vienna Zionist Congress (1925) which provided that the constitution of the re-organised Agency " shall take effect, in the first instance, for a period of three years from the date on which it is adopted by the Council, at the close of which period the question of its renewal shall be decided by agreement between the Zionist Organisation and the other participating bodies." These understandings were embodied in two memoranda forwarded to Dr. Weizmann by Mr. Marshall under cover of a letter dated 20th November, 1928, the text of which will be found in Appendix E, together with the text of the two memoranda.

26. At a meeting held in Berlin in December, 1928, the General Council of the Zionist Organisation duly considered Mr. Marshall's letter and the accompanying memoranda. The result of the discussion was the adoption, by 39 votes to 5, of the following resolution:—

"The General Council of the Zionist Organisation expresses its satisfaction with the proceedings at the representative Conference of American Jews held in New York on 20th and 21st October, 1928, which declared in favour of the entry of American Jewry into the Jewish Agency, which, in accordance with the terms of the Palestine Mandate, is to co-operate in the establishment of the Jewish National Home.

"The negotiations in New York, conducted on the basis of the resolutions adopted by the General Council in July, 1928, having come to a conclusion,

The General Council, having taken note of the contents of the memoranda annexed to Mr. Marshall's letter of 20th November, 1928,

considering that the negotiations correspond in very large measure with the Berlin resolutions, and considering that the outcome of the negotiations constitutes a decisive step towards the union of the whole of Jewry within the enlarged Jewish Agency for the upbuilding of the Land of Israel,

Authorises the Executive of the Zionist Organisation to inform Mr. Marshall that the Zionist Organisation is prepared to proceed in conformity with the proposals contained in the memoranda.

"The General Council expects the Executive to take all necessary steps to ensure the establishment of the Council of the extended Jewish Agency and its convocation at the earliest possible moment after the 16th Congress.

"The General Council reaffirms that, in accordance with the resolution of the Fifteenth Congress, the President of the Zionist Organisation for the time being shall occupy the office of President of the Jewish Agency.

"The General Council declares that paragraph 3 of the New York Memorandum leaves unaffected the resolution adopted by the General Council at its meeting in July, 1928, to the effect that, it being understood that every form of settlement shall satisfy the requirements of economic efficiency and be self-supporting, the liberty of the settler to determine the social form of his settlement (Kwuzah, Moshav or other form) shall be safeguarded.

"The General Council takes note of the statement of the President of the Zionist Organisation with reference to the inclusion of representatives of Jewish Labour Organisations in America within the forty per cent. of the non-Zionist half of the Jewish Agency."

27. The points raised by the General Council at its Berlin meeting in July, 1928, having thus been satisfactorily disposed of, there is no reason to anticipate any difficulty in carrying forward to an early and successful conclusion the negotiations designed to secure the representation of the American Jewish community in the re-organised Jewish Agency. Certain questions still remain to be settled with regard to the constitutional machinery of the Agency, but these are mainly of a technical character, and are not expected to give rise to any serious differences of opinion. It has, however, never been the intention either of the Zionist Organisation or of the American group represented by Mr. Marshall that the re-organised Jewish Agency should merely represent a partnership between the Zionist Organisation and the "non-Zionists" of the United States. The governing body of the Agency is intended to comprise, in its final form, representatives of every Jewish community, great or small, in every part of the world, and the resolutions of the Vienna Zionist Congress expressly stipulate that the re-organised Agency shall not be deemed to have been constituted until, in addition to the seats on the governing body allotted to the Zionist Organisation, at least two-thirds of the remaining seats shall have been filled by delegates representing not less than six countries. This condition still holds good, and it follows that, in addition to the Jewish community of the United States, it will be necessary to secure the adhesion of at least five other communities before the re-organised Agency can be brought into being. Among the communities to be represented in the Agency from the outset it has always been assumed that those of Great Britain and Palestine would, if possible, be included. As regards the Anglo-Jewish community, particulars have been given above of the exchange of views which took place in 1923 and 1924 between representatives of the Zionist Executive and of the Jewish Board of Deputies and the Anglo-Jewish Association. Shortly before the meeting of the New York Conference in October, 1928, the Zionist Executive addressed a communication to the two Anglo-Jewish bodies, in which it informed them of the results of the negotiations in which it had been engaged in the United States and intimated that, if the results of the New York Conference should be such as to warrant the Zionist Organisation in proceeding with the proposed re-organisation of the Jewish Agency, it was hoped that appropriate action would be taken by them in due course. Preliminary steps have also been taken towards securing the representation on the Agency of the Jews of Palestine, through the medium of the Jewish National Council (Va'ad Leumi). It is generally agreed that it is desirable that the governing body of the re-organised Agency

should include from the outset representatives of at least some of the great Jewish communities of Eastern Europe, and of other important European communities, such as those of France, Germany and Italy. In some of these countries preliminary enquiries have already been made as to the best means of arranging for the appointment of representative delegates, and it is intended that formal invitations to co-operate with the Zionist Organisation within the framework of the re-organised Jewish Agency shall be issued in the immediate future to the principal Jewish communities in all parts of the world. One of the main problems which arise is that of finding in every case a duly constituted body which can properly be deemed to represent the Jewish community in the country concerned. In certain countries, as—for example—in Great Britain and Palestine, and also in Italy and France, there are representative bodies which there is no difficulty in identifying, but there are other countries in which no such bodies exist, and in which it will, therefore, be necessary to devise suitable machinery for ensuring the appointment of delegates who can speak for the community as a whole. This is notably the case in Poland where the problem is of special importance and urgency in view of the size of the Jewish population and of the part which it may naturally be expected to play in the Jewish Agency. There is, however, no reason to suppose that these difficulties will prove to be insuperable, and it is believed that in any case it will be possible to secure in the early future the adhesion of more than the minimum of six communities required to enable the re-organised Agency to be brought into existence in accordance with the conditions laid down in the Vienna resolutions.

28. Before the re-organised Agency can actually come into being, it will be necessary for the whole scheme, in the form in which it finally emerges from the negotiations carried on by the Zionist Executive since the meeting of the Fifteenth Congress in 1927, to be ratified by the Sixteenth Congress, which will meet, as at present arranged, in the summer of 1929. If this condition is fulfilled, and if no unforeseen difficulty arises, it is intended that the re-organised Agency shall be brought into existence by a meeting of the Council to be convened as soon as possible after the close of the Zionist Congress.

LONDON,
10/1/29.

APPENDIX A.

RESOLUTION ADOPTED AT THE XIII ZIONIST CONGRESS, CARLSBAD, AUGUST, 1923.

Resolutions on the Jewish Agency.

1. The Congress confirms the resolution passed by former Zionist Conferences concerning the convening of a Jewish World Congress for the upbuilding of Palestine as the Jewish National Home, and declares that the rights of the Zionist Organisation, as set forth in Article 4 of the Palestine Mandate, shall be transferred to the Jewish Agency to be elected by this World Congress, which is to be held if possible within the next three years.

2. In order, however, that between now and the convening of the World Congress, large sections of the Jewish people may be afforded an opportunity of co-operating in the reconstruction of Erez Israel, the Jewish Agency shall, at the earliest possible moment, be enlarged by the inclusion of representatives of those Jewish organisations and associations that are in agreement with the terms of the Palestine Mandate.

3. To that end the Executive shall be empowered to form, in conjunction with the Actions Committee, a Council, to consist of representatives of Jewish organisations and representative bodies of the Jewish Communities of various countries that are in sympathy with the Balfour Declaration and the Palestine Mandate, such Council to collaborate with the Zionist Actions Committee. For its co-operation with the Zionist Executive, as the controlling authority of the Jewish Agency, the Council is to appoint, from among its members, a Committee, whose competence shall be fixed in agreement with the Actions Committee.

4. The Zionist Executive, in conjunction with the Council referred to, will call a Conference of the representatives of the Jewish organisations and representative bodies of the Jewish Communities of the various countries, to decide upon the forms of their participation in the Jewish Agency functioning between now and the convening of the World Congress. It is understood, however, that the non-Zionist members of the Jewish Agency thus created shall not be more than half its total membership. The agreements arrived at will be subject to the approval of the Annual Conference.

5. The Executive and the Actions Committee are instructed to take all steps for the convening of the Jewish World Congress within the specified time.

Appendix B.

Resolution Adopted by the Second Non-Partisan Conference to Consider Palestinian Problems, New York, March, 1925.

WHEREAS, by Article 132 of the Treaty of Peace signed at Sèvres on 10th August, 1920, Turkey renounced in favour of the Allied Powers, all rights and title over Palestine, and in accordance with Article 95 of the Treaty, it was agreed to entrust the administration of Palestine to Great Britain as the Mandatory responsible for putting into effect the Balfour Declaration, recognition having been given in the Treaty to the historical connection of the Jewish people with Palestine; and

WHEREAS, in accordance with Article 4 of the Palestine Mandate subsequently issued by the League of Nations, provision has been made for the recognition of an appropriate Jewish Agency as a public body for the purpose of advising and co-operating with the Administration of Palestine in such economic, social and other matters as may effect the establishment of a Jewish National Home, and the interests of the Jewish population in Palestine and subject always to the control of the Administration to assist and take part in the development of the country, and the Zionist Organisation was recognised as such Agency, with directions to take steps, in consultation with the Mandatory Government, to secure the co-operation of all Jews who are willing to assist in the establishment of the Jewish National Home; and

WHEREAS, in accordance with Article 4 of the Palestine Mandate the Zionist Organisation has heretofore proposed the establishment of an enlarged Jewish Agency in which adequate representation shall be given to non-Zionists to participate with the Zionist Organisation in the privileges and responsibilities of the Jewish Agency, and thereupon on 17th February, 1924, at a Non-Partisan Conference of American Jews convened in the City of New York it was concluded to be desirable that an appropriate plan be formulated whereby American Jewry might become a part of the Jewish Agency, and a committee was designated to confer with the Zionist Organisation and other bodies for the purpose of effectuating this object, and in the meantime the principal Jewish communities of Europe, through representative organisations, have taken steps, looking to the accomplishment of the same end; and

WHEREAS, the Non-Partisan Conference has now reconvened to receive the report of its Committee, which has been submitted and fully considered,

BE IT RESOLVED, FIRST: That the Report of the Committee and its several recommendations be, and the same are in principle accepted and approved.

SECOND: That in order to carry out the plan embodied in such report, the Chairman appoints an Organisation Committee to consist of twelve members who are not members of the Zionist Organisation, but who are to act in co-operation with the Zionist Organisation, for the purpose of bringing about full participation of American Jewry in the Jewish Agency, and that such committees be instructed to proceed with its activities in accordance with the following directions:—

(*a*) That it shall proceed to bring about the creation and recognition of a Jewish Agency pursuant to the Mandate which shall consist of a Council and of an Executive Committee, in both of which bodies there shall be non-Zionist representatives of responsible American Jewish organisations in the ratio hereinafter specified;

(*b*) That on the Council of the Jewish Agency to be formed, 50 per cent. of the membership shall be selected by the World Zionist Organisation, and 50 per cent. by non-Zionist bodies willing in the spirit of the Mandate to co-operate actively in the Jewish Agency.

(*c*) That of the non-Zionist members of the Council of the Jewish Agency, 40 per cent. shall be representative of American Jewry, exclusive of such American representatives as may be selected by the Zionist Organisations;

(*d*) That 50 per cent. of such Executive Committee as may be selected to administer the affairs of the Jewish Agency, shall be appointed by the World Zionist Organisation, and 50 per cent. shall be appointed by the Council composed of the non-Zionist bodies participating in the responsibilities of the Jewish Agency;

(*e*) That the right of the members of the Council and in the Executive Committee of the Jewish Agency to vote by proxy shall be recognised.

THIRD: That upon the receipt of the acceptances by a majority of those chosen for membership in the Council representing non-Zionist bodies, of their designation as such members, an assembly of the American members of the Council of Jewish Agency shall be summoned by the Organising Committee appointed by this Conference.

FOURTH: That due consideration be given at such assembly to the desirability of making the Keren Hayesod (Palestine Foundation Fund) an instrumentality of the Jewish Agency in respect to such financial matters as properly come within the jurisdiction of the Agency, and for the unification of the various public and philanthropic efforts as distinguished from economic undertakings, directed to the upbuildings of Palestine.

Appendix C.

Resolutions Adopted by the General Council of the Zionist Organisation, Berlin, July, 1928.

The Joint Palestine Survey Commission's Report on the Jewish Agency.

A.

The General Council of the Zionist Organisation expresses its cordial thanks to the members of the Joint Palestine Survey Commission for the valuable work that they have rendered, and welcomes the wish expressed in the Report for the co-operation of all circles of the Jewish people in the

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upbuilding of the Jewish National Home in Palestine, in the expectation that such co-operation will lead to the desired acceleration and strengthening of the work of Palestinian reconstruction.

The General Council records with satisfaction that the Commission, in agreement with the view of the Zionist Organisation, has formulated a number of political demands relating to the duty of the Palestine Administration and the Mandatory Power to create such administrative and economic conditions in the country as will secure the establishment of the Jewish National Home.

B.

In view of the economic recommendations of the Commission, the General Council declares that the Report in some essential points does not take into sufficient account the necessity of bringing certain economic methods into accord with the specific tasks and conditions of the work of reconstruction in Palestine.

1. The Zionist Organisation recognises the Keren Kajemeth Leisrael as the sole instrument of land policy in Palestine. Therefore, and in accordance with the principle of the redemption of the land as Jewish national property, repeatedly laid down by Zionist Congresses, all lands acquired out of the public monies of the Jewish Agency shall become the common property of the Jewish people and be subject to all the principles of the Keren Kajemeth Leisrael in whatever concerns the ownership of lands and their allotment to settlers. In order to safeguard the integrity of the Keren Kajemeth Leisrael, the purchase of lands out of two different funds shall be inadmissible.

The Zionist Organisation has also always recognised as important the private purchase of land and the furtherance of the establishment of settlers with means of their own. An institute subserving this purpose shall not be maintained continuously out of public funds, but shall be assisted to undertake its work merely by a single financial contribution.

2. The General Council calls attention to the underlying principle of Zionist colonisation work in regard to the freedom of the settler to determine the social form of his settlement, and accordingly declares that in future, too, the right of the settlers should be preserved to choose their form of settlement—Kevuzah, Moshav or other form—it being understood that every form of settlement shall satisfy economic requirements and afford the possibility of becoming self-supporting.

3. In accordance with the Congress decisions relating to the continuous increase of immigration, the General Council declares it as essential that Jewish immigration into Palestine shall be strengthened and furthered both by the Jewish Agency and by the Palestine Administration, and that immigrant workers, as well as immigrants with independent means, shall receive the requisite facilities to enter the country and settle there.

4. The General Council declares that in all works and undertakings carried out or furthered by the Jewish Agency the principle of Jewish labour must be safeguarded.

5. The upbuilding of the Jewish National Home demands as one of its principles the recognition and development of the Hebrew language and culture.

The General Council accordingly declares that the recognition of the principles laid down in the foregoing five proposals, viz., Jewish labour, the Hebrew language, national land, the settlers' right of self-determination, and constantly increasing immigration, is an unalterable foundation for the establishment of the Agency and the setting up of a programme of work.

The General Council, whilst directing special attention to the foregoing points, declares that the Report of the Commission is, in its general outlines, of essential importance for the drawing up of a programme of work for the Jewish Agency.

C.

The proposal considered by the Commission for the establishment of a Loan and Trading Corporation, with a capital of £750,000—£1,000,000, should be carried out as speedily as possible.

D.

The General Council resolves that in continuance of the negotiations already begun, the requisite steps for the extension of the Jewish Agency in accordance with the resolutions of the 14th and 15th Congresses and the foregoing resolutions shall be taken forthwith. The Executive is requested to continue the negotiations with the Jewish communities of the various countries energetically, and to bring them to a conclusion as early as possible.

Appendix D.

Resolution Adopted by the New York Conference on the Jewish Agency, October, 1928.

WHEREAS, after due consideration of the Report of the Joint Palestine Survey Commission, the question has again been fully discussed at this meeting as to whether or not Jews who are not members of the World Zionist Organisation should unite with the World Zionist Organisation in the formation of a united Jewish Agency, in accordance with the terms of Article 4 of the Palestine Mandate issued by the League of Nations, with the powers and duties specified in such Mandate and along the lines set forth in the Resolutions adopted at an adjourned session of the so-called Non-Partisan Conference held on 1st March, 1925, and due deliberation being had, it is hereby

RESOLVED, (1) That the resolutions adopted at such meeting held on 1st March, 1925, be and the same are re-adopted, ratified and confirmed.

RESOLVED FURTHER, (2) That the Conference now in session representative of the Jews of the United States, who are non-Zionists, in order to carry out the plan heretofore considered with respect to the creation of an enlarged Jewish Agency hereby empowers a Committee of Seven to be appointed by the Chairman of this meeting and to be known as an Organisation Committee, to name and designate the non-Zionist members of the Council of the Jewish Agency allotted to the United States: provided (*a*) that at all times fifty per cent. of the membership of the Council of the Jewish Agency and on the Executive Committee of such Agency shall be non-Zionists and that the remaining fifty per cent. of such membership shall be selected by the World Zionist Organisation; (*b*) That of the non-Zionist members of the Council of the Jewish Agency forty per cent. shall be representative of American Jewry, exclusive of such American representatives as may be selected by the World Zionist Organisation; (*c*) That fifty per cent. of the Executive Committee to administer

the affairs of the Jewish Agency shall be appointed by the members of the general council selected by the World Zionist Organisation and the remaining fifty per cent. thereof by the members of the Council of the Jewish Agency composed of the non-Zionists participating therein; (*d*) That members of the Council and of the Executive Committee of the Jewish Agency shall at all times be entitled to vote by proxy; and (*e*) That the Organisation Committee hereinafter referred to shall be consulted with respect to the representation allotted to non-Zionists on the general council and the executive committee for countries other than the United States and that such allotment shall be approved by the Organisation Committee.

RESOLVED FURTHER, (3) That the Organisation Committee be and it is hereby authorised and directed to form an organisation, either voluntary or incorporated, for the purpose of facilitating the carrying out for the purposes of this resolution and to adopt such by-laws as may be deemed desirable, and that such Organisation Committee proceeds to communicate the resolutions adopted at this meeting to the representatives of the World Zionist Organisation and to various non-Zionist bodies whose co-operation in the united Jewish Agency shall be regarded as important.

RESOLVED FURTHER, (4) That in anticipation of the formation of the enlarged Jewish Agency, the Organisation Committee is empowered to adjust with the duly authorised representatives of the World Zionist Organisation any differences that may have arisen or that may arise with respect to the interpretation, effect or operation of any recommendation contained in the report of the Joint Palestine Survey Commission, dated 18th June, 1928.

APPENDIX E.

DEAR MR. WEIZMANN, 20th November, 1928.

AT the conference between the authorised representatives of the World Zionist Organisation and of the Organisation Committee of the non-Zionist Conference of American Jews held on 3rd November, 1928, to adjust the differences resulting from the resolutions adopted by the Zionist General Council at its meeting held in Berlin on 19th-31st July, 1928, Messrs. Rothenberg, Simon and I, were designated to formulate the unanimous conclusions reached by the conference with respect to the questions raised by the resolutions of the Zionist General Council, and concerning a resolution adopted at the Zionist Congress held in Vienna in August, 1925, regarding the duration of the proposed enlarged Jewish Agency. Two memoranda have been prepared pursuant to these instructions, in which have been set forth the conclusions referred to. Great care has been exercised in the formulation of these documents, which I now deliver to you at the request of my associates, in order that such action may be taken thereon as may be deemed advisable by the Zionist General Council as to the one and by the Zionist Congress as to the other of these memoranda.

Very cordially yours,
LOUIS MARSHALL.

The Report of the Joint Palestine Survey Commission and the recommendations therein contained, bearing date 18th June, 1928, having been submitted to and considered by the Zionist General Council at its meeting held in Berlin on 19th-31st July, 1928, which adopted a series of resolutions relating to such recommendations, and the Report having been submitted to the non-Zionist Conference of American Jews held in the City of New York on 20th-21st October, 1928, at which resolutions were adopted respecting such Report and the proposed extension of the Jewish Agency and pursuant to which resolutions an Organisation Committee was appointed which, among other things, was empowered in anticipation of the formation of the enlarged Jewish Agency to adjust with the duly authorised representatives of the World Zionist Organisation any differences that may have arisen or that may arise with respect to the interpretation, effect or operation of any recommendations contained in the Report of the Joint Palestine Survey Commission, and such Committee having to that end conferred with the duly authorised representatives of the World Zionist Organisation, the following understanding has been reached:—

(1) It is recognised that the various recommendations contained in the Report of the Joint Palestine Survey Commission are to be regarded merely as a basis for future action, that from time to time conditions are likely to arise which may make modifications advisable, and that when the proposed enlarged Jewish Agency shall come into operation that body will naturally be expected to deal with the subjects coming within its scope in such a manner as will best conduce to the economic, spiritual and cultural development of Palestine.

(2) It is considered to be a fundamentally sound policy as to the acquisition of lands in Palestine with funds derived from the Jewish Agency, except as hereinafter specified, that they shall be purchased under the direction of the Jewish Agency through the medium of the Jewish National Fund (Keren Kajemeth L'Israel), and that the title to the lands so acquired shall be taken in the name of the Jewish National Fund, to the end that the same shall be held as the inalienable property of the Jewish people: Provided, however, that the terms and conditions upon which the property so held by the Jewish National Fund shall be used, occupied, leased or possessed by any person, association or corporation shall be first approved and sanctioned by the Jewish Agency, and that any changes or modifications that may at any time be made with respect thereto shall likewise have the approval and sanction of the Jewish Agency; and provided, further, that this shall not be deemed as intending to discourage the purchase of lands with private funds so long as such lands are not acquired for speculative purposes or in hostility with the plans of the Jewish National Fund or of the Jewish Agency, and that the latter shall in the exercise of its discretion be enabled to invest part of its funds for the purchase of the shares, bonds, debentures or other securities of any corporation now existing or hereafter organised in order to facilitate the purchase of lands in Palestine by private individuals; nor shall it be deemed to interfere with the carrying out of any policy that may be adopted by the Jewish Agency to aid those seeking to settle upon the land with means of their own in such manner and upon such conditions as shall not be inconsistent with the fundamental policy herein set forth.

(3) Without intending to determine the form of land settlement that shall hereafter be pursued in Palestine (Moshav, Kvuzah, or otherwise), it is to be understood that it shall be left to the judgment of the Jewish Agency to determine the economic soundness and practicability of any proposed plan of settlement or of colonisation before appropriating any of the funds within its control for any particular settlement or colony.

(4) So far as Jewish immigration into Palestine is concerned, it is obvious that it should be encouraged and furthered both by the Jewish Agency and the Government of Palestine to the fullest extent practicable and in consonance with the general principles set forth in the recommendations of the Joint Palestine Survey Commission, it being recognised that immigrant workers as well as well as immigrants with independent means shall be accorded favourable consideration.

(5) In all works and undertakings carried out or furthered by the Jewish Agency Jewish labour shall be employed.

(6) The Hebrew language and Jewish culture are to be fostered.

Dated, New York, 20th November, 1928.

(Sgd.) LOUIS MARSHALL.

MEMORANDUM.

AT the meeting of the authorised representatives of the World Zionist Organisation and of the Organisation Committee of the Non-Zionist Conference of American Jews held in New York on 3rd November, 1928, attention was directed to a Resolution adopted at the Zionist Congress held in Vienna in August, 1925, to the effect that the enlarged Jewish Agency then in contemplation be formed provisionally, subject to renewal after three years. On behalf of the Organisation Committee it was urged that this action was taken without consultation with those identified with the so-called Non-Partisan Conferences held in February, 1924, and March, 1925, that in its opinion a temporary Jewish Agency would be impracticable, would interfere with the adoption and carrying out of effective constructive policies, and would inevitably tend to delay the realisation of those aims which actuated the efforts to enlarge the Jewish Agency.

After discussion it was learned that the Zionist Organisation deemed it necessary to provide for the contingency of a possible dissolution of the enlarged Jewish Agency and the legal effect of such dissolution upon Article IV of the Mandate for Palestine approved by the Council of the League of Nations on 16th September, 1922. This being regarded as a proper prudential measure it was thereupon agreed:—

First, that in order to obviate any question which might arise should such dissolution ever occur and to assure the continuance in any event of a Jewish Agency as contemplated by Article IV, appropriate action be taken to secure the sanction of the Mandatory Power, or of such other authority having jurisdiction, to the proposed plan of the enlargement of the Jewish Agency coupled with a proviso that in case of a future dissolution of the enlarged Agency all of the rights and privileges now vested in the Zionist Organisation pursuant to the terms of Article IV shall revert to it in all respects;

Second, that after the arrangement set forth in the foregoing First paragraph shall have been made the Zionist Congress be requested to rescind its Resolution above referred to.

Dated, New York, 20th November, 1928.

(Sgd.) LOUIS MARSHALL.

C. 67020/29 [No. 3].

No. 2.

COLONIAL OFFICE TO THE ZIONIST ORGANISATION.

[*Answered by No. 3.*]

SIR, Downing Street, 25th January, 1929.

I AM directed by Mr. Secretary Amery to acknowledge with thanks the receipt of your letter dated January, 1929,* transmitting a copy of a memorandum summarizing the course of the negotiations with reference to the proposed reorganization of the Jewish Agency for Palestine.

2. Mr. Amery presumes that, if and when the present scheme is ratified as a whole by the Zionist Congress, a formal request will be preferred for the acceptance by His Majesty's Government of the enlarged body, in lieu of the Zionist Organisation as at present constituted, as the "Jewish Agency" for the purposes of Article 4 of the Palestine Mandate.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 1.

C. 67020/29 [No. 6].

No. 3.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

The Zionist Organisation, Central Office,
77, Great Russell Street, London, W.C.1, 6th February, 1929.

SIR,

I AM directed by the Executive of the Zionist Organisation to acknowledge with thanks the receipt of your letter of 25th January,* with reference to the proposed enlargement of the Jewish Agency for Palestine, and to state that, if and when the scheme now under discussion is finally ratified by the Zionist Congress, the Zionist Organisation will not fail to approach His Majesty's Government with a formal request for such changes in the application of Article 4 of the Mandate for Palestine as the decisions of the Congress may imply.

I have, &c.,
L. J. STEIN.

C. 67020/29.

No. 4.

MEMORANDUM BY MR. O. G. R. WILLIAMS (COLONIAL OFFICE) REGARDING THE TERMS OF THE ASSURANCE WHICH THE ZIONIST ORGANISATION WISH TO BE GIVEN BY HIS MAJESTY'S GOVERNMENT TO COVER THE EVENT OF THE DISSOLUTION OF THE PROPOSED ENLARGED JEWISH AGENCY.

MR. STEIN came to see me on the 9th of May to discuss the terms of the assurance which the Zionist Organisation wish to be given by His Majesty's Government to cover the event of the dissolution of the proposed enlarged Jewish Agency. The attached letter dated 10th May,† has been written as a result of our discussion.

2. For some years now the Zionist Organisation which has been recognized under Article 4 of the Mandate as the " Jewish Agency " has been negotiating with various non-Zionist Jewish bodies to secure their co-operation in the establishment of the Jewish National Home in conformity with the last sentence of Article 4 of the Mandate. One of the objects, if not the principal object, of these negotiations is no doubt to obtain a larger supply of funds for the support of the Jewish National Home than can be obtained from purely Zionist sources and it would seem that there is little prospect of securing this object without admitting Jewish bodies other than the Zionist Organisation to participate in the administration of the funds to be spent on the Jewish National Home. This means that the various co-operating bodies must be represented in an enlarged Agency which would be recognized under Article 4 of the Mandate. The Zionist Organisation is to some extent at least actuated by religious and social ideals which are not altogether shared by the other Jewish bodies whose co-operation in the establishment of a National Home is sought; that being so, it would, as I understand it, be impracticable for the Zionist Organisation to include these other bodies within its own Organisation, since they do not accept all the principles of Zionism, although there would not be the same obstacle to securing their co-operation in the work of establishing the Jewish National Home by means of an enlarged Agency in which they were represented. The Zionist Organisation, as appears from enclosure in No. 8‡ anticipate some difficulty in satisfying Members of the Zionist Congress that the present position of the Zionist Organisation, as the recognized Jewish Agency, would not be prejudiced by the formation of the enlarged Agency with non-Zionist representation, in the event of the enlarged Agency being dissolved.

3. It appears doubtful whether it would be politic to refuse to give some form of assurance such as the Zionist Organisation desire, since such refusal might seriously prejudice the formation of an enlarged Agency and should the negotiations fail, the Zionist Organisation might find itself seriously embarrassed as regards the continued supply of funds for the support of the Jewish National Home. The result might be that His Majesty's Government might be placed in the invidious position of having taken a decision which seriously hampered the establishment of the Jewish National Home and so be charged with neglecting one of the most important obligations imposed upon it by the Mandate. If this view is accepted, the question to be considered is what form of assurance can properly be given.

* No. 2. † C. 67020/29 [No. 14] : not printed. ‡ C. 67020/29 [No. 8] : not printed.

4. Article 4 of the Mandate provides that the Zionist Organisation, so long as its organization and constitution are in the opinion of the Mandatory appropriate, shall be recognized as such Agency (*i.e.*, the Jewish Agency provided for in the first paragraph of Article 4). It appears, therefore, that before any other (enlarged) organization can be recognized as the Jewish Agency, the Zionist Organisation must cease to be appropriate " in the opinion of the Mandatory." It might, I think, legitimately be argued that in view of the importance of providing a wider representation of Jewish interests and of the fact that it is understood not to be able to do so by means of an enlargement of the Zionist Organisation, as such, so as to include within itself, other at present non-Zionist Jewish bodies, therefore—to ensure the co-operation of other Jewish bodies in the establishment of the Jewish National Home who would require to be represented in the Jewish Agency—it is desirable to modify the constitution of that Agency and that consequently the Zionist Organisation from this point of view, ceases to be " appropriate " in constitution as the Jewish Agency. It is rather difficult, having accepted the principle that an enlarged Jewish Agency is appropriate to give an asurance that should that Agency be dissolved the Zionist Organisation which *ex hypothesi* has ceased to be regarded as appropriate, should automatically be regarded as appropriate once more. Perhaps this difficulty might be got over by making this formula run as follows :—

> " In the event of the dissolution of the enlarged Agency, His Majesty's Government, on being notified by the Zionist Organisation that the enlarged Agency has been dissolved, will, provided that they are satisfied that its organisation and constitution are at that time appropriate, recognise the Zionist Organisation as the Jewish Agency for the purpose of Article 4 of the Mandate for Palestine and the Organisation shall, in that event, be deemed to have reverted in all respects to the status which it possessed before the enlargement of the Agency."

5. It is obviously desirable that we should be safeguarded against recognising the Zionist Organisation in circumstances the nature of which we cannot possibly foresee; for example, the dissolution of the enlarged Agency might conceivably arise owing to internal changes in the Zionist Organisation which would render it an extremely inappropriate body for His Majesty's Government to recognise. To take an extreme possibility, it might become riddled with communism. It would be very difficult to put this hypothetical objection to the Zionist Organisation in a palatable form, but I think that the difficulty of giving an unqualified assurance as to recognising once more a body which, under the terms of the Mandate we were bound at the previous stage to regard as having ceased to be appropriate, affords us a good excuse for inserting a form of words in the formula of assurance which would give us adequate safeguard.

6. If the amended formula is accepted, we should make it clear to Mr. Stein :—

(1) that the giving of this formula is dependent on our being satisfied that the dissolution clause in the constitution of the enlarged Agency clearly defines the circumstances and conditions under which the Agency will be regarded as having been dissolved; and

(2) that the assurance cannot be regarded as having any force unless and until a scheme for an enlarged Jewish Agency, ratified by the Zionist Congress has been formally accepted by His Majesty's Government, having regard to the provision of Article 4 of the Mandate.

As regards the acceptance of the scheme for the enlarged Agency, I think we had better wait until the scheme is formally submitted to us, before considering whether is will be necessary to obtain the formal consent of the Council of the League of Nations, upon which point no doubt it would be as well to consult the Foreign Office.

13th May, 1929.

C. 67020/29 [No. 18].

No. 5.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 6.].

(Confidential.)

SIR, Downing Street, 11th June, 1929.

I AM directed by the Secretary of State for the Colonies to transmit, to be laid before the Secretary of State for Foreign Affairs, the accompanying copy of semi-official correspondence* with the High Commissioner for Palestine regarding the proposed creation of an enlarged Jewish Agency.

2. It will be observed that it is proposed to transfer to the enlarged Agency the rights and privileges accorded to the Zionist Organisation by the terms of Article 4 of the Palestine Mandate, and that the Zionist Organisation have asked for an undertaking that, in the event of the subsequent dissolution of the enlarged Agency, the rights and privileges in question should revert to the Zionist Organisation.

3. The Secretary of State proposes to give that Organisation an assurance in the terms set out in paragraph 4 of the memorandum,† of which a copy forms the first enclosure to the semi-official letter to Sir John Chancellor, dated the 17th of May,* at the same time explaining that the proviso which has been inserted is considered to be necessary in view of the difficulty referred to in paragraph 4 of the memorandum. He would also propose to make it clear to the Zionist Organisation (1) that the assurance would be subject to the Secretary of State being satisfied that the dissolution clause in the constitution of the enlarged Agency clearly defined the circumstances and conditions under which the Agency will be regarded as having been dissolved, and (2) that the assurance could not be regarded as having any force unless and until a scheme for an enlarged Jewish Agency, ratified by the Zionist Congress, has been formally accepted by His Majesty's Government, having regard to the provisions of Article 4 of the Mandate.

4. The Secretary of State presumes that there can be no objection from the point of view of the Palestine Mandate or of the League of Nations to the proposals in the foregoing paragraph, but before proceeding further in the matter, he would be glad to learn that the Secretary of State for Foreign Affairs concurs in his view.

I am, &c.,
O. G. R. WILLIAMS.

C. 67020/29 [No. 31].

No. 6.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 13.]

(Confidential.)

SIR, Foreign Office, S.W.1, 10th July, 1929.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 11th June‡ regarding the proposed creation of an enlarged Jewish Agency for the purposes indicated in Article 4 of the Mandate for Palestine.

2. In reply I am to request you to inform Lord Passfield that the Secretary of State sees no objection from the point of view of the Palestine Mandate or of the League of Nations to the proposal to give the Zionist Organisation an assurance in the terms set out in paragraph 4 of Mr. Williams' memorandum of 13th May,† together with the explanations indicated in paragraph 3 of your letter.

3. Mr. Henderson will be glad to have an opportunity of considering further, when the scheme for the enlarged Agency has been received, the question whether it will be necessary to obtain the formal consent of the League Council

* Not printed † No 4 ‡ No. 5.

thereto. He inclines to the view that it will be sufficient to inform the Permanent Mandates Commission of the scheme, since Article 4 of the Mandate seems to give His Majesty's Government complete discretion in the matter.

I am, &c.,
MONTEAGLE.

C. 67020/29 [No. 32].

No. 7.

COLONIAL OFFICE to the ZIONIST ORGANISATION.

[*Answered by Nos.* 8 *and* 12.]

SIR, Downing Street, 22nd July, 1929.

I AM directed by Lord Passfield to refer to the interview which Mr. Stein and Dr. Brodetsky had at the Colonial Office on the 16th of April, at which the question of the establishment of the enlarged Jewish Agency was discussed.

2. At that interview it was intimated that the Zionist Organisation would be glad to have an assurance that in the event of a dissolution of the proposed enlarged Agency, the latter's functions would revert to themselves.

3. This question has been carefully considered in consultation with the High Commissioner for Palestine and the Foreign Office, and I am to state that His Majesty's Government are prepared to give the Zionist Organisation an assurance in the following terms :—

> " In the event of the dissolution of the enlarged Agency, His Majesty's Government, on being notified by the Zionist Organisation that the enlarged Agency has been dissolved, will, provided that they are satisfied that its organisation and constitution are at that time appropriate, recognise the Zionist Organisation as the Jewish Agency for the purpose of Article 4 of the Mandate for Palestine and the Organisation shall in that event be deemed to have reverted in all respects to the status which it possessed before the enlargement of the Agency."

4. I am to explain that the proviso has been inserted in the above formula in view of the terms of Article 4 of the Palestine Mandate which provides that the Zionist Organisation shall be recognized as the Jewish Agency provided for in the first paragraph of Article 4, so long as its organisation and constitution are, in the opinion of the Mandatory, appropriate.

5. I am further to point out (1) that this assurance is subject to the Secretary of State being satisfied that the dissolution clause in the constitution of the enlarged Agency clearly defines the circumstances and conditions under which the Agency will be regarded as having been dissolved, and

(2) that the assurance cannot be regarded as having any force unless and until a scheme for an enlarged Jewish Agency, ratified by the Zionist Congress, has been formally accepted by His Majesty's Government, having regard to the provisions of Article 4 of the Mandate.

I am, &c.,
O. G. R. WILLIAMS.

C. 67020/29 [No. 39].

No 8.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

[*Answered by No.* 10.]

SIR, Zurich, 31st July, 1929.

I AM directed by the Executive of the Zionist Organisation to refer to your letter of 22nd July,* in which you were good enough to communicate to them the terms of the assurance which His Majesty's Government would be prepared to give to the Zionist Organisation with regard to its status in the event

* No. 7.

of the dissolution of the enlarged Jewish Agency for Palestine, and to state, with reference to paragraph 5 of your letter, that the following are the terms of the Article dealing with the dissolution of the Agency in the Constitution which it is proposed to lay before the Zionist Congress for approval :—

(1) The enlarged Jewish Agency for Palestine constituted by this Agreement may be dissolved by a vote of not less than two-thirds of the entire membership of the Council, as constituted at the time, at a meeting of the Council held after three months' written notice to the members that action is proposed to be taken at such meeting with respect to the dissolution of the enlarged Agency.

(2) Any party to this Agreement, other than the Zionist Organisation, may give notice to the President of the Agency of its intention to withdraw from this Agreement, and such notice shall, unless cancelled, become operative as to such party at the end of one year from the date on which it was given.

(3) If any of the parties referred to in the immediately preceding paragraph shall fail to be represented, either directly or as provided in Article 8, at two successive ordinary meetings of the Council, such party shall be deemed to have withdrawn from this Agreement, and to have ceased to be entitled to representation in the Council. The Council, or, in the interval between meetings of the Council, the Administrative Committee, may, however, reinstate such party within one year from the date of the last ordinary meeting of the Council at which it was not represented.

(4) In the event of the withdrawal, either as provided in paragraph (2) or in paragraph (3) of this Article, of parties to this Agreement entitled in the aggregate to not less than one-third of the total number of non-Zionist seats in the Council as shown in the Schedule hereto, subject to any modification thereof by the Council, the Zionist Organisation may give notice of withdrawal in the manner and under the conditions prescribed in paragraph (2), and on such notice becoming operative, the enlarged Agency as constituted by this Agreement shall be dissolved provided that, should there be pending at any time notices of withdrawal which would, on becoming operative, involve the dissolution of the Agency, it shall be the duty of the President of the Agency to cause the matter to be brought before the Council as soon as possible, and in any case before the period of notice shall have expired, and, if necessary, to convene an extraordinary meeting of the Council for this purpose.

It is hoped that these provisions will be found to satisfy the conditions mentioned in paragraph 5 of your letter under reply.

I have, &c.,
L. J. STEIN.

C. 67020/29 [No. 42].

No. 9.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

[*Answered by No.* 11.]

SIR, Zurich, 16th August, 1929.

I AM directed by the Executive of the Zionist Organisation to state that the Agreement embodying the Constitution of the enlarged Jewish Agency for Palestine was signed by representatives of the Zionist Organisation and of the non-Zionists of various countries at a meeting held at Zurich on 14th August. The Executive will not fail to transmit to you at an early date the full text of the Agreement, together with the relevant resolution of the Sixteenth Zionist Congress, and they will, at the same time, formally apply for the assurance

which you were good enough to inform them in your letter of 22nd July* that His Majesty's Government would be prepared, under certain conditions, to give to the Zionist Organisation with regard to its status in the event of the dissolution of the enlarged Jewish Agency.

I have, &c.,
L. J. STEIN.

C. 67020/29 [No. 40].

No. 10.

COLONIAL OFFICE to THE ZIONIST ORGANISATION.

SIR, Downing Street, 20th August, 1929.

I AM directed by Lord Passfield to acknowledge with thanks the receipt of your letter of the 31st July,† communicating the terms of the Article in the Constitution of the enlarged Jewish Agency dealing with the dissolution of the Agency.

2. In reply I am to state that the terms of the Article appear to be satisfactory from the point of view of the Colonial Office as regards the first condition mentioned in paragraph 5 of the letter from this Department of the 22nd of July.*

I am, &c.,
O. G. R. WILLIAMS.

C. 67020/29 [No. 43].

No. 11.

COLONIAL OFFICE to THE ZIONIST ORGANISATION.

SIR, Downing Street, 30th August, 1929.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 16th of August,‡ in regard to the Agreement embodying the Constitution of the enlarged Jewish Agency for Palestine. The Secretary of State will await the further communication promised in that letter.

I am, &c.,
O. G. R. WILLIAMS.

C. 67020/29 [No. 44].

No. 12.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

[*Answered by No.* 15.]

The Zionist Organisation, Central Office,
SIR, 77, Great Russell Street, London, W.1, 16th September, 1929.

I AM directed by the Executive of the Zionist Organisation to transmit to you herewith a copy of the Agreement embodying the Constitution of the Jewish Agency for Palestine, which was signed at Zurich on 14th August, and to request that the enlarged Jewish Agency, as constituted by the Agreement, may be recognised by His Majesty's Government as the Jewish Agency referred to in Article 4 of the Mandate for Palestine.

2. With reference to paragraph 5 of your letter of 22nd July,* I am to state that the Zionist Executive were duly authorised by the recent Zionist Congress at Zurich to sign this Agreement on behalf of the Zionist Organisation.

3. With further reference to your letter of 22nd July, I am directed to state that it is hoped that His Majesty's Government may now see their way to give an assurance, in the terms proposed in your letter, with regard to the status of the Zionist Organisation in the event of the dissolution of the enlarged Agency.

I have, &c.,
L. J. STEIN.

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* No. 7. † No. 8. ‡ No. 9.

Enclosure in No. 12.

Agreement embodying the constitution of the Jewish Agency for Palestine, signed at Zurich, the eighth day of AB 5689, corresponding to the FOURTEENTH DAY OF AUGUST, 1929.

WHEREAS on 2nd November, 1917, the following declaration, commonly known as the Balfour Declaration, was made by His Britannic Majesty's Government :—

> " His Majesty's Government view with favour the establishment in Palestine of a national home for the Jewish people, and will use their best endeavours to facilitate the achievement of this object, it being understood that nothing shall be done which may prejudice the civil and religious rights of existing non-Jewish communities in Palestine, or the rights and political status enjoyed by Jews in any other country."

And

WHEREAS the Mandate for Palestine, as confirmed by the Council of the League of Nations on 24th July, 1922, entrusts the administration of Palestine to His Britannic Majesty as Mandatory, and makes the Mandatory responsible for putting into effect the declaration of 2nd November, 1917, recognition being given in the Mandate to the historical connection of the Jewish people with Palestine; and

WHEREAS Article 4 of the Mandate makes provision for the recognition of an appropriate Jewish Agency as a public body for the purpose of advising and co-operating with the Administration of Palestine in such economic, social and other matters as may affect the establishment of the Jewish National Home and the interests of the Jewish population in Palestine, and, subject always to the control of the Administration, to assist and take part in the development of the country, and designates the Zionist Organisation as such Agency, with directions to take steps, in consultation with the Mandatory Power, to secure the co-operation of all Jews who are willing to assist in the establishment of the Jewish National Home; and

WHEREAS, with a view to securing such co-operation, the Zionist Organisation has proposed the establishment of an enlarged Jewish Agency, in which adequate representation shall be given to non-Zionists to enable them, jointly with the Zionist Organisation, to participate in the privileges and responsibilities of the Jewish Agency; and

WHEREAS the undersigned representatives respectively of the Zionist Organisation and of bodies of Jews in various countries not affiliated with the Zionist Organisation and desirous of participating in the Jewish Agency, have met together for the purpose of framing a Constitution for the enlarged Agency;

IT IS HEREBY AGREED AS FOLLOWS :—

1. *Definitions.*—For the purposes of this Agreement :—

" The Mandate " means the Mandate for Palestine as accepted by His Britannic Majesty and confirmed by the Council of the League of Nations on 24th July, 1922.

" The Agency " means the enlarged Jewish Agency for Palestine as constituted by this Agreement.

" Zionist " means a person associated with the Agency in the capacity of a member and representative of the Zionist Organisation.

" Non-Zionist " means a person associated with the Agency otherwise than in the capacity of a member and representative of the Zionist Organisation.

The adjectives " Zionist " and " non-Zionist " have the corresponding connotations.

2. *Title of the Agency.*—The Agency shall be known and described as the Jewish Agency for Palestine.

3. *Object of the Agency.*—The object of the Agency shall be to discharge the functions of the Jewish Agency as set forth in the Mandate, it being understood that the Agency shall deal with the matters within its scope in such manner as shall conduce to the realisation of the following aims, namely :—

(*a*) Jewish immigration is to be encouraged and furthered to the fullest extent practicable, it being recognised that immigrant workers, as well as immigrants of independent means, shall be accorded favourable consideration.

(*b*) The activities of the Jewish Agency shall include within their scope provision for meeting Jewish religious needs, it being clearly understood that individual freedom of conscience shall remain safeguarded and assured.

(*c*) The Hebrew language and Jewish culture are to be fostered.

(*d*) Land is to be acquired as Jewish property, and, subject to the provisions of Article 10 of this Agreement, the title to the lands acquired is to be taken in the name of the Jewish National Fund, to the end that the same shall be held as the inalienable property of the Jewish people.

(*e*) The Agency shall promote agricultural colonisation based on Jewish labour, and in all works or undertakings carried out or furthered by the Agency, it shall be deemed to be a matter of principle that Jewish labour shall be employed. So long as the requirements of economic efficiency are fulfilled, the social form of any settlement which may be established in Palestine shall be deemed to be a matter for the settlers, provided always that it shall be left to the judgment of the Jewish Agency to determine the economic soundness and practicability of any proposed plan of colonisation before appropriating any of the funds within its control for any particular settlement.

4. *Organs of the Agency.*—(1) The organs of the Agency shall be :—

(*a*) The Council;

(*b*) The Administrative Committee;

(*c*) The Executive.

(2) There shall be a President of the Agency, who, unless otherwise decided by an affirmative vote of three-fourths of the membership of the Council as constituted at the time, shall be the President for the time being of the Zionist Organisation.

5. *The Council.*—(1) The Council shall be the supreme governing body of the Agency. It shall be the final authority in all matters within the jurisdiction of the Agency, and, subject always to the provisions of Article 3, shall lay down the guiding principles of policy.

(2) The Council shall be composed as to one-half of representatives of the Zionist Organisation, and as to the other half of representatives of the non-Zionists of various countries according to the allotment shown in the Schedule to this Agreement, subject to any modification of such Schedule which may from time to time be made by a vote of not less than two-thirds of the entire membership of the Council as constituted at the time. The Zionist Organisation shall at all times be entitled to the same number of seats as are reserved, in accordance with the Schedule or any modification thereof by the Council, for the non-Zionists actually entitled to representation on the Council at the time.

(3) The Zionist Organisation shall appoint its representatives in accordance with its own constitutional practice. The non-Zionists of various countries entitled to representation on the Council shall appoint their representatives in such manner as may appear in each case to be best suited to local conditions; provided that it shall be recognised as a guiding principle that the method of appointment shall, so far as practicable, be of a democratic character. The members of the Council shall be appointed prior to every ordinary meeting of the Council.

(4) If the seat of a member of the Council shall fall vacant otherwise than by reason of the expiry of his term of office, the vacancy shall be filled as follows :

(*a*) If the body which appointed the member whose seat has fallen vacant shall have so decided, the vacancy shall be filled by the person first on the list of the deputy-members appointed by such body as provided in Article 8.

(*b*) In the absence of any such decision, the body which appointed the member whose seat has fallen vacant shall be entitled to make a fresh appointment.

(5) The Board of Directors of the Palestine Foundation Fund (Keren Hayesod), the Board of Directors of the Jewish National Fund (Keren Keyemeth Leyisroel), and the governing bodies of such other organisations as the Council may hereafter determine, shall each be invited to send a representative to attend meetings of the Council, but such representatives shall have no vote.

(6) Ordinary meetings of the Council shall be convened by the Executive once in two years. At every ordinary meeting the Executive shall report fully on all the activities of the Agency and on conditions in Palestine. The Executive shall also submit a detailed statement of the financial position of the Agency,

supported by an audited balance-sheet and statement of accounts. The business of the meeting shall include the consideration of such report, balance-sheet and accounts, and the adoption of a budget for such period as the Council may determine.

(7) In case of emergency, the Executive, with the approval of the Administrative Committee, may at any time convene an extraordinary meeting of the Council, and shall convene such a meeting if so directed by the Administrative Committee. An extraordinary meeting of the Council may also be convened by the President of the Agency in the circumstances mentioned in Article 12 (4).

(8) The Council shall appoint a Chairman or Joint-Chairman, and may appoint an Associate Chairman and one or more Vice-Chairmen.

(9) The person occupying the Chair at any meeting of the Council shall not thereby lose any voting-rights he may possess as a member of the Council, but he shall have no additional or casting vote in the event of an equality of votes.

6. *The Administrative Committee.* — (1) The Administrative Committee shall consist of forty members, of whom twenty shall be appointed by the Zionist members of the Council from among their own number, and twenty shall be appointed by the non-Zionist members of the Council from among their own number, it being understood that the Committee shall be regarded as forming a single whole with a collective responsibility to the Council. The members of the Executive shall be entitled to attend meetings of the Administrative Committee, but shall have no vote.

(2) The members of the Administrative Committee shall hold office from one ordinary meeting of the Council to the next. Any vacancies occurring between two ordinary meetings of the Council shall be filled as follows :—

(*a*) If the vacancy be among the Zionist members of the Administrative Committee, it shall be filled by the Zionist Organisation.

(*b*) If the vacancy be among the non-Zionist members of the Administrative Committee, it shall be filled in such manner as may be determined by the remaining non-Zionist members of the Administrative Committee.

(3) The Board of Directors of the Palestine Foundation Fund (Keren Hayesod), the Board of Directors of the Jewish National Fund (Keren Keyemeth Leyisroel) and the governing bodies of such other organisations as the Council may hereafter determine, shall each be invited to send a representative to attend meetings of the Administrative Committee, but such representatives shall have no vote.

(4) The Administrative Committee shall appoint a Chairman and may appoint an Associate-Chairman. It shall also have the power to set up such sub-committees and advisory committees as it may from time to time deem desirable.

(5) The Administrative Committee shall meet from time to time in the interval between meetings of the Council for the purpose of receiving and considering reports from the Executive, and, during such interval, deciding questions of policy and exercising general authority and supervision over the activities of the Agency and the conduct of its affairs. Whenever action shall have been taken by the Council, the same shall be binding on the Administrative Committee, except that

(i) The Council may confer upon the Committee such discretionary powers as it may think fit;

(ii) The Council shall be deemed to have conferred upon the Committee authority to vary or depart from a decision of the Council if the following conditions are satisfied :—

(*a*) A proposal to vary or depart from a decision of the Council shall not be considered by the Administrative Committee unless the Committee shall first have decided by a vote of three-fourths of the members voting that unforeseen circumstances have made it impossible or undesirable to give effect to such decision.

(*b*) Any such proposal shall likewise require to be carried in the Administrative Committee by a vote of three-fourths of the members voting.

(6) So far as circumstances permit, the Administrative Committee shall meet once in six months. The time and place of its meetings shall be fixed by its Chairman, in consultation with the President of the Agency. The Chairman, with the concurrence of the President of the Agency, may at any time convene an extraordinary meeting of the Committee, and shall convene such a meeting if so requested by the President of the Agency or by not less than one-third of the members of the Administrative Committee.

7. *The Executive.*—(1) The Executive shall be charged with the conduct of the current business of the Agency, in accordance with the Constitution of the Agency and with such directions as may from time to time be given by the Council or by the Administrative Committee in the exercise of their respective constitutional powers.

(2) Unless and until otherwise determined by a majority both of the Zionist and of the non-Zionist members of the Council, the Executive shall be appointed as follows :

(*a*) Subject to the provisions of sub-paragraph (*b*), the Council shall, at every ordinary meeting, appoint an Executive to hold office until the next ordinary meeting of the Council. The Executive shall consist of such number of persons, being an even number, as shall be fixed by the Administrative Committee at a meeting to be held not more than six months before every ordinary meeting of the Council. Of the persons so appointed, one-half shall be persons nominated by the non-Zionist members of the Council, and the remainder shall be persons nominated by the Zionist Organisation; provided that if nominations up to the prescribed number shall not be made by the non-Zionist members of the Council, the Zionist Organisation shall be entitled to fill the seat or seats remaining vacant.

(*b*) For the period ending 30th September, 1930, the Executive shall consist of twelve persons, of whom eight shall be persons nominated by the Zionist Organisation and four shall be persons nominated by the non-Zionist members of the Council. From 1st October, 1930, until the first ordinary meeting of the Council after that date the Executive shall consist of eight members, of whom four shall be persons nominated by the Zionist Organisation, and four shall be persons nominated by the non-Zionist members of the Council. Until 1st October, 1930, and thereafter until the first ordinary meeting of the Council after that date, the non-Zionist members of the Council shall be deemed to have delegated their right of nomination to the non-Zionist members of the Administrative Committee, and the persons nominated as members of the Executive, up to the prescribed number, by the non-Zionist members of the Administrative Committee shall be deemed to have been duly appointed by the Council; provided that if nominations up to the prescribed number shall not have been made by the non-Zionist members of the Administrative Committee within six months of the date of this Agreement, or within six months of 1st October, 1930, as the case may be, the Zionist Organisation shall be entitled to fill the seat or seats remaining vacant.

(3) Vacancies in the Executive occurring otherwise than by reason of the retirement of members on the expiry of their term of office, shall be filled by the Administrative Committee in such manner that a nominee of the Zionist Organisation shall be replaced by a nominee of the Zionist Organisation, and a nominee of the non-Zionist members of the Council shall be replaced by a nominee of the non-Zionist members of the Administrative Committee.

(4) The Executive shall be regarded as forming a single whole, with a collective responsibility.

(5) The Executive Offices of the Agency shall be in Jerusalem. An office of the Agency shall be maintained in London under the direction of the President of the Agency, in conjunction with such members of the Executive as may be designated by the Council in consultation with the President, and shall be specially charged with the conduct of business between the Mandatory Power and the Agency.

(6) The Executive, while ordinarily meeting in Jerusalem or in London, as the case may be, shall be at liberty, in exceptional circumstances, to meet at any other place which may be preferred by a majority of the members of the Executive.

8. *Representation of Absent Members.*—(1) For every member either of the Zionist or of the non-Zionist section of the Council or the Administrative Committee, the body appointing such member shall be entitled to appoint not more than three deputy-members, who shall hold office for the same term as though they were members.

(2) Any member who shall not be personally present at a meeting of the Council or of the Administrative Committee, as the case may be, shall be entitled to be represented by any person, whether resident in the same country or not, whose name is included in the list of deputy-members. If he resides in another Continent from that in which the meeting is held, he shall, as an alternative to being represented by a deputy member, be entitled at his own option to give authority in writing to any other member of the Council or of the Administrative Committee, as the case may be, to vote on his behalf; provided that no one person, whether attending as a member or as a deputy-member, shall be entitled to cast more than four votes in all, including his own, at a meeting of the Council,

or more than two votes in all, including his own, at a meeting of the Administrative Committee. For the purposes of this paragraph, Palestine shall be regarded as part of Europe.

9. *Erez Israel (Palestine) Foundation Fund (Keren Hayesod).*—(1) Unless and until otherwise determined by the Council, the Palestine Foundation Fund (Keren Hayesod) shall be the main financial instrument of the Agency for the purpose of covering its budget.

(2) The Zionist Organisation undertakes, as from the coming into force of this Agreement, that

(i) The power of appointing the Directors of the Palestine Foundation Fund conferred upon the Executive of the Zionist Organisation by the Articles of Association of the Erez Israel (Palestine) Foundation Fund (Keren Hayesod), Limited, shall be exercised in such manner as the Council of the Agency may direct, provided that the Zionist and non-Zionist members of the Council respectively shall be entitled to nominate one-half of the persons to be appointed by the Executive of the Zionist Organisation as herein provided.

(ii) The Board of Directors shall place the whole of the nett proceeds of the Fund at the disposal of the Agency, which shall, on its part, include in its budget due provision for the discharge of liabilities existing at the date of the coming into force of this Agreement.

10. *Jewish National Fund (Keren Keyemeth Leyisroel).*—(1) Nothing in this Agreement shall affect the organisation or status of the Jewish National Fund (Keren Keyemeth Leyisroel), its relations with the Zionist Organisation, or its right to appeal to the Jewish public for financial support, after due consultation with the Agency.

(2) Save as hereinafter specified, all lands acquired with funds derived from the Jewish Agency shall be purchased under the direction of the Jewish Agency through the medium of the Jewish National Fund (Keren Keyemeth Leyisroel), and the title to the lands so acquired shall be taken in the name of the Jewish National Fund, to the end that the same shall be held as the inalienable property of the Jewish people; provided, however, that the terms and conditions upon which the property so held by the Jewish National Fund shall be used, occupied, leased or possessed by any person, association, or corporation shall be first approved and sanctioned by the Jewish Agency, and that any changes or modifications that may at any time be made with respect thereto shall likewise have the approval and sanction of the Jewish Agency; and provided, further, that this shall not be deemed to be intended to discourage the purchase of lands with private funds, so long as such lands are not acquired for speculative purposes or in hostility to the plans of the Jewish National Fund or of the Jewish Agency, and that the latter shall, in the exercise of its discretion, be enabled to invest part of its funds in the purchase of shares, bonds, debentures, or other securities of any corporation now existing or hereafter organised in order to facilitate the purchase of lands in Palestine by private individuals; nor shall it be deemed to interfere with the carrying out of any policy that may be adopted by the Jewish Agency to aid those seeking to settle on the land with means of their own, in such manner and upon such conditions as shall not be inconsistent with the fundamental policy set forth herein.

11. *Membership of the Agency.*—(1) In addition to the non-Zionists of various countries whose representatives are included among the signatories to this Agreement, representation in the Agency shall be open to bodies of Jews in other countries not affiliated with the Zionist Organisation, on their acceding to this Agreement through duly authorised representatives, and they shall thereupon become entitled to representation in the Council according to the allotment shown in the Schedule hereto, subject to any modification of such Schedule by the Council as provided in Article 5 (2).

(2) At every meeting of the Council the credentials both of the Zionist and of the non-Zionist members shall be examined by a Credentials Committee, to be composed of Zionist and non-Zionist members of the Council in equal numbers. In the event of there being an equal division of votes in the Credentials Committee, the matter shall be decided by the Chairman of the Council.

12. *Termination of the Agreement.*—(1) The enlarged Jewish Agency for Palestine constituted by this Agreement may be dissolved by a vote of not less than two-thirds of the entire membership of the Council, as constituted at the

time, at a meeting of the Council held after three months' written notice to the members that action is proposed to be taken at such meeting with respect to the dissolution of the enlarged Agency.

(2) Any party to this Agreement, other than the Zionist Organisation, may give notice to the President of the Agency of its intention to withdraw from this Agreement and such notice shall, unless cancelled, become operative as to such party at the end of one year from the date on which it was given, and such party shall thereupon cease to be entitled to representation on the Council.

(3) If any of the parties referred to in the immediately preceding paragraph shall fail to be represented, either directly or as provided in Article 8, at two successive ordinary meetings of the Council, such party shall be deemed to have withdrawn from this Agreement, and to have ceased to be entitled to representation on the Council. The Council, or in the interval between meetings of the Council, the Administrative Committee, may, however, reinstate such party within one year from the date of the last ordinary meeting of the Council at which it was not represented.

(4) In the event of the withdrawal, either as provided in paragraph (2) or in paragraph (3) of this Article, of parties to this Agreement entitled in the aggregate to not less than one-third of the total number of non-Zionist seats on the Council, as shown in the Schedule hereto, subject to any modification of such Schedule by the Council as provided in Article 5 (2), the Zionist Organisation may give notice of withdrawal in the manner and under the conditions prescribed in paragraph (2), and on such notice becoming operative, the enlarged Agency as constituted by this Agreement shall be dissolved. Without prejudice to the right of the Zionist Organisation to withdraw as provided in this paragraph, it shall be the duty of the President of the Agency, before notice of withdrawal by the Zionist Organisation shall have become operative, to cause the matter to be brought before the Council, and if necessary to convene an extraordinary meeting of the Council for this purpose.

(5) In the event that action shall be taken for the dissolution of the Agency under the provisions of this Article, the resolution or other action taken by the Council with respect thereto, together with a statement setting forth the vote taken thereon by the Council, shall be entered upon the proceedings of the Council, and a transcript thereof, certified to be correct by the President of the Agency, shall thereupon be delivered by him to the Secretary of the Zionist Organisation for transmission to the Government of the Mandatory Power.

13. *Amendments.*—This Agreement, with the exception of Article 3 and Article 4 (2), may be amended at a meeting of the Council by a vote of not less than two-thirds of the entire membership of the Council as constituted at the time. Any amendment of Article 3 or of Article 4 (2) shall require a vote of not less than three-fourths of the entire membership of the Council as constituted at the time. No amendment shall be considered at a meeting of the Council unless the members of the Council have had not less than three months' written notice of such meeting and of the terms of the proposed amendment.

14. *Regulations.*—The Administrative Committee shall have authority to make regulations not inconsistent with this Agreement relating to matters concerning the conduct of the business of the Agency, including :—

(i) The period of notice required for meetings, including extraordinary meetings, of (*a*) the Council, (*b*) the Administrative Committee;

(ii) The quorum required for meetings of (*a*) the Council, (*b*) the Administrative Committee, and the rules of procedure governing such meetings;

(iii) The method of appointment, term of office, and functions of the Chairman or Joint-Chairmen, the Associate-Chairman and the Vice-Chairmen of the Council, and of the Chairman and the Associate-Chairman of the Administrative Committee, and the manner in which interim vacancies in these offices are to be filled.

Such regulations shall be laid before the meeting of the Council next following the meeting of the Administrative Committee at which they were made, and shall cease to have effect unless confirmed by the Council.

15. *Coming into Force of the Agreement.*—This Agreement shall come into force as from the date of signature. A copy shall be forthwith transmitted by the Zionist Organisation to the Government of the Mandatory Power, which

shall be requested to recognise the enlarged Jewish Agency for Palestine constituted by this Agreement as the Jewish Agency referred to in the Mandate, and shall also be requested to give an assurance that, in the event of the dissolution of the enlarged Agency as herein provided, the Zionist Organisation shall be deemed to have, for the purposes of Article 4 of the Mandate for Palestine, the same status in all respects as it had before the enlargement of the Jewish Agency.

SIGNED AT ZURICH—

The Eighth day of Ab, 5689, corresponding to the Fourteenth Day of August, 1929.

FOR THE ZIONIST ORGANISATION: WEIZMANN SOKOLOW.

FOR THE NON-ZIONISTS OF

Bulgaria	ELI SIDI.
Czechoslovakia	JOSEF POPPER.
Egypt	
Estland	ZWI EISENSTADT.
France	ROBERT BOLLAK.
Germany	O. WASSERMANN.
British Empire:	
Great Britain, Northern Ireland and Irish Free State	O. E. D'AVIGDOR GOLDSMID.
Canada	
South Africa	
Greece	LEON RECANATI.
Hungary	IGNAS FRIEDMANN.
Italy	O. GRIESENBERG.
Latvia	G. WOLFF.
Lithuania	JOSEF MEYUCHAS.
Palestine	ADLER, SAMUEL GOLDFLAM.
Poland	J. MUCINIC,
Roumania	E. BERCOVICI.
Switzerland	J. DREYFUS-BRODSKY.
United States of America	LOUIS MARSHALL.
	FELIX WARBURG.
	LEE K. FRANKEL.
Yougoslavia	I. ALCALAY.

14th August, 1929.

SCHEDULE—ALLOTMENT OF SEATS IN THE COUNCIL OF THE JEWISH AGENCY FOR PALESTINE.

The following Table shows the allotment of seats, other than those allotted to the Zionist Organisation, in the Council of the Agency:—

Argentina		1
Austria		2
Belgium		1
British Empire		11
including:		
Great Britain, Northern Ireland and Irish Free State	7	
Canada	1	
South Africa	1	
Australia and New Zealand	1	
India	1	
	11	
Bulgaria		1
Czechoslovakia		3
Egypt		1
France		4
Germany		7
Greece		1
Hungary		2
Italy		1
Latvia		1
Lithuania		1
Netherlands		1

North Africa (Morocco, Algeria, Tunis)	1
Palestine	6
Poland	14
Roumania	6
Switzerland	1
United States of America	44
Yougoslavia	1
	111
For allotment by the Council to any other country or group of countries which may require representation	1
Total	112

Zurich,
14th August, 1929.

C. 67020/29 [No. 45].

No. 13.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 14.]

SIR, Downing Street, 16th October, 1929.

WITH reference to your letter of the 10th July* regarding the creation of an enlarged Jewish Agency for the purposes indicated in Article 4 of the Mandate for Palestine, I am directed by Lord Passfield to transmit to you to be laid before the Secretary of State for Foreign Affairs the accompanying copy of a letter from the Zionist Organisation† enclosing a copy of the Agreement‡ signed at Zurich on the 14th August, 1929, embodying the Constitution of the new Agency.

2. Lord Passfield is advised that the terms of the Agreement are satisfactory so far as the requirements of Article 4 of the Palestine Mandate are concerned, and he proposes, subject to Mr. Henderson's concurrence, to cause a reply to be returned to the Zionist Organisation in the terms of the accompanying draft.§

3. If Mr. Henderson agrees with the proposed reply to the Zionist Organisation, it will be necessary to decide the question raised in paragraph 3 of your letter under reply, viz.:—whether formal consent will have to be obtained from the Council of the League of Nations, or whether it will suffice merely to notify the Permanent Mandates Commission of the change that has been made. In the latter event it might be sufficient if a statement on the subject were included in the next Annual Report on the Administration of Palestine, which is due for submission to the League of Nations in the early part of 1930. On learning that Mr. Henderson concurs in this course, and that no further action is considered necessary *vis-à-vis* either of the Council or of the Permanent Mandates Commission, Lord Passfield will furnish the High Commissioner with suitable instructions for his guidance in the preparation of the Report.

4. I am to request that the enclosed copy of the Agreement may be returned with your reply to this letter.

I am, &c.,
O. G. R. WILLIAMS.

C. 67020/29 [No. 48].

No. 14.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered No.* 16.]

SIR, Foreign Office, S.W.1, 20th November, 1929.

WITH reference to your letter of 16th October,‖ regarding the creation of an enlarged Jewish Agency for the purposes indicated in Article 4 of the Mandate for

* No 6. † No. 12. ‡ Enclosure in No. 12. § *See* No. 15. ‖ No. 13.

Palestine, I am directed by Mr. Secretary Henderson to request you to inform Lord Passfield that he concurs in the proposal to reply to the Zionist Organisation's letter of 16th September* in the terms of the draft† accompanying your letter.

2. As regards the question raised in paragraph 3 of your letter, the Secretary of State is of the opinion that it will be sufficient to notify the Permanent Mandates Commission of the change which has been made, and that it is unnecessary to obtain the formal consent of the ~~Jewish Agency~~ Council of the League of Nations considers it preferable, however, that this notification should be made in a separate communication to the Secretary-General for communication to the Permanent Mandates Commission, rather than merely by mention in the next Annual Report on the Administration of Palestine.

3. The copy of the Agreement embodying the Constitution of the new Jewish Agency is returned, as requested in your letter herewith.

I am, &c.,
G. W. RENDEL.

C. 77266/30 [No. 6].

No. 15

COLONIAL OFFICE to THE ZIONIST ORGANISATION.

[*Answered by No.* 17.]

Downing Street, 6th August, 1930.

SIR,

I AM directed by Lord Passfield to refer to your letter of the 16th of September, 1929,* transmitting a copy of the Agreement embodying the Constitution of the Jewish Agency for Palestine which was signed at Zurich on the 14th of August, 1929, and to inform you that practical recognition of the enlarged Jewish Agency has in fact already been accorded both by the Colonial Office and the Government of Palestine. But, as it is understood that formal recognition is desired, I am hereby to convey to you notification of the fact that His Majesty's Government are prepared to recognise the enlarged Jewish Agency as constituted by the Agreement enclosed in your letter under reference as the Agency referred to in Article 4 of the Mandate for Palestine.

2. With regard to paragraph 3 of your letter, I am to inform you that in the event of the dissolution of the enlarged Agency, His Majesty's Government, on being notified by the Zionist Organisation that the enlarged Agency has been dissolved, will, provided that they are satisfied that its organisation and constitution are at that time appropriate, recognise the Zionist Organisation as the Jewish Agency for the purpose of Article 4 of the Mandate for Palestine and the Organisation shall in that event be deemed to have reverted in all respects to the status which it possessed before the enlargement of the Agency.

I am, &c.,
O. G. R. WILLIAMS.

C. 77266/30 [No. 5].

No. 16.

COLONIAL OFFICE to FOREIGN OFFICE.

Downing Street, 6th August, 1930.

SIR,

WITH reference to your letter of the 20th of November, 1929,‡ regarding the establishment of an enlarged Jewish Agency for the purposes indicated in Article 4 of the Palestine Mandate, I am directed by Lord Passfield to transmit to you, to be laid before the Secretary of State for Foreign Affairs, the accompanying copy of a letter§ which has been addressed to the Zionist Organisation conveying to them notification of the formal recognition by His Majesty's Government of the enlarged Agency.

* No. 12. † *See* No. 15. ‡ No. 14. § No. 15.

2. Lord Passfield will be glad if steps can be taken for notifying to the Secretariat of the League of Nations, for the information of the Permanent Mandates Commission, the fact that formal recognition has now been accorded by His Majesty's Government.

I am, &c.,
O. G. R. WILLIAMS.

C. 77266/30 [No. 7].

No. 17.

THE ZIONIST ORGANISATION to COLONIAL OFFICE.

The Zionist Organisation, Central Office,
77, Great Russell Street, London, W.C.1, 8th August, 1930.

SIR,

I AM directed by the Executive of the Jewish Agency to acknowledge with thanks the receipt of your letter of the 6th instant,* conveying to us the notification of the fact that His Majesty's Government are prepared to recognise the enlarged Jewish Agency, as constituted by the Agreement enclosed in our letter of the 16th September, 1929,† as the Agency referred to in Article 4 of the Mandate for Palestine.

I have, &c.,
WELLERBY AVON.
Assistant Political Secretary.

C. 77266/30 [No. 9].

No. 18.

PALESTINE.

THE SECRETARY OF STATE to THE OFFICER ADMINISTERING THE GOVERNMENT.

(No. 669.)

Downing Street, 19th August, 1930.

SIR,

I HAVE the honour to refer to the High Commissioner's telegram, No. 66, of the 1st June, 1929,‡ regarding the enlarged Jewish Agency, and to inform you that after discussion with Sir John Chancellor I have decided that formal recognition should now be accorded to it.

I have therefore informed the Zionist Organisation that His Majesty's Government are now prepared to recognise the enlarged Jewish Agency, and the Secretary of State for Foreign Affairs has been requested to notify the Secretariat of the League of Nations accordingly.

A copy of my letter of the 6th August§ addressed to the Foreign Office with copy of the enclosure is forwarded herewith.

I have, &c.,
PASSFIELD.

C. 77266/30 [No. 14].

No. 19.

FOREIGN OFFICE to SECRETARY-GENERAL, LEAGUE OF NATIONS.

(Copy received in Colonial Office, 2nd September, 1930.)

[*Answered by No.* 20.]

Foreign Office, S.W.1, 27th August, 1930.

SIR,

I AM directed by Mr. Secretary Henderson to inform you that in a letter addressed to the Under-Secretary of State for the Colonies on 16th September, 1929,† the Secretary of the Zionist Organisation requested that the enlarged Jewish Agency

* No. 15. † No. 12. ‡ C. 67020/29 [No. 17]: not printed. § No. 16.

as set up by an Agreement embodying the Constitution of the Jewish Agency in Palestine, which was signed at Zurich on 14th August, 1929, might be recognised by His Majesty's Government as the Jewish Agency referred to in Article 4 of the Mandate for Palestine; and that in a letter dated 6th August, 1930,* the Secretary was informed that His Majesty's Government were prepared to grant the desired recognition to the enlarged Jewish Agency. Copies of these two letters, together with fifteen copies of the Agreement signed at Zurich on 14th August, 1929, are enclosed herein.

2. The Secretary of State will be obliged if you will be so good as to notify the Permanent Mandates Commission of the terms in which His Majesty's Government have accorded their formal recognition of the enlarged Jewish Agency as the Jewish Agency referred to in Article 4 of the Mandate.

I am, &c.,
MONTEAGLE.

C. 77266/30 [No. 20].

No 20.

SECRETARY-GENERAL, LEAGUE OF NATIONS, to FOREIGN OFFICE.

(Copy received in Colonial Office, 11th September, 1930.)

SIR, League of Nations, Geneva, 2nd September, 1930.

I HAVE the honour to acknowledge the receipt of your letter, dated 27th August, 1930,† relating to the recognition by the British Government of the enlarged Jewish Agency as the Agency referred to in Article 4 of the Mandate for Palestine.

I will not fail to circulate your letter together with copy of the correspondence exchanged between the Under-Secretary of State for the Colonies and the Secretary of the Zionist Organisation, and of the Agreement signed at Zurich on 14th August, 1929, to the members of the Mandates Commission.

I have, &c.
(for the Secretary-General),
VITO CATASTINI
Director of Mandates Section.

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* No. 15. † No. 19.

Not to be taken away

Printed for the use of the Colonial Office.

Middle East
No. 31.

Dynastic Claims of the Imam of Sana'a to the ADEN PROTECTORATE.

COLONIAL OFFICE,
MARCH, 1929.

Not to b

Printed for the use of the Colonial Office.

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Middle East
No. 31.

Dynastic Claims of the Imam of Sana'a

to the

ADEN PROTECTORATE.

COLONIAL OFFICE,
MARCH, 1929.

C. 59359/28 [No. 1].

THE RESIDENT to THE SECRETARY OF STATE

(Received 22nd October, 1928.)

(No. 185.)
(Confidential.)

SIR, Residency Office, Aden, 10th October, 1928.

I HAVE the honour to send herewith a note drawn up by Major Fowle on the dynastic claims of the Imam to the Protectorate, based on two reports by Captain Fazluddin—" Outline of History of Yemen " and " Note on the Zaidi Imamate of Sanaa," copies of which are also attached.

I have, &c.,
G. S. SYMES,
Resident and Commander-in-Chief.

Enclosure 1.

RESIDENT.

WITH reference to the Imam's " dynastic " claims to the Protectorate, based on a " thousand years " possession of Yemen, on which he is continually harping, I have drawn up the attached " Précis of the History of Yemen " showing fairly clearly what these claims are worth. The précis has been made from two reports by Captain M. Fazluddin, I.M.S., formerly Political Officer at Hodeidah from 1918 to 1924 :—" A Brief Outline of the History of Yemen during the Moslem Period " and " A Note on the Zaidi Imamate of Sanaa." Captain Fazluddin is a Moslem and an Arabic scholar. He belongs to the Shiah sect, from which the Zaidis sprang, and if he shows any partiality, might be expected to exercise it in favour of the Imam. His Shiah origin also enabled him to mix freely with the Zaidis and obtained documents and information from the leading Seyids of Hodeidah, and neighbourhood, which would have been denied to another. His reports are documented and in their broad outlines can, I think, be taken as correct.

2. What emerges from the précis is first that—in the ordinary sense of the word —the Imam has no " dynastic " claims to any part of Yemen (paragraph 9 of précis). There is no primogeniture, succession is by election, and any member of any branch of the Imamic family can be so elected—even outsiders sometimes being chosen. The case quoted by Captain Fazluddin as occurring in 1862 (paragraph 9 of précis) is interesting as showing that the separation of religious, and temporal, powers of the Imam has been an accepted principle in recent years.

3. Leaving the question of " dynasty " aside, the claim of the Imam to the Protectorate is narrowed down to the fact that for one hundred years only, 1630-1728 (paragraph 10 of précis), various individuals belonging to various branches of his family—though even during this short period there was at least one break in 1707 (paragraph 9 of précis)—ruled over that territory as part of Yemen. In 1728 the tribes of the future Protectorate successfully rebelled against Zaidi rule, and were independent when we came to Aden more than a hundred years later

4. What the Imam appears to have done is to have based his " dynastic " claims on a vague combination of :—

(*a*) His descent from Zayd (paragraph 4 of précis).
(*b*) The temporal power acquired by the Imams of Saada (paragraph 4 of précis).
(*c*) The rulership of Yemen exercised by the Imams of Sanaa (paragraph 10 of précis).

(*c*) has already been dealt with (paragraph 3 above). As a claim to the Protectorate it cannot hold water for a minute.

(*a*) is a purely religious claim with which we are not concerned. Whether the Imam's ancestors " came over with William the Conqueror " or not is a matter of indifference to us. In other words, while there may have been Zaidi Imams *in* Yemen for centuries, Imams *of* Yemen (as denoting temporal possession of that country), most emphatically there have not been.

(*b*) There seems to have been no connection between the Imams of Sanaa and those of Saada, but even if there had been, this would constitute no claim to the Protectorate (paragraph 4 of précis).

5. One interesting fact (though not of immediate interest to us) which is made clear by the précis is that the Imam's claim to about half the territory that he rules over now, *i.e.*, the Shafai half, is no stronger than that to the Protectorate, and rests on the same insecure basis: Zaidi rule over Yemen from 1630-1728 (paragraphs 10-13 of précis). In exactly the same way as the Shafai tribes of the future Protectorate threw off the Imamic rule in 1728, so did the Shafai elements of Hujariya, Taiz, Kataba and Tihama between 1728-1758. Nor was Imamic sway resumed over them until the Turks evacuated Yemen in 1918.

T. C. Fowle, Major,
First Assistant Resident, Aden.

Précis
of History of Yemen A.D. 600-1928.

O = Outline of History of Yemen
N = Note on the Zaidi Imamate of Sanaa.

Para. 2 (O) **A.D. 600**

1. Yemen under a Persian Viceroy who embraces Islam and is confirmed in his appointment by the Prophet.

Para. 2 (O) **A.D. 632**

2. Death of the Prophet.

Para. 5-17 (O) **A.D. 632-1248**

3. Yemen under the rule of local governors—appointed in succession by the first four Caliphs and by the Ummayyad, Abbaside, Fatimite and Ayyubide Caliphs.

Para. 4 & 5 (N) **A.D. 885**
Para. 6 (O)

4. Commencement of Zaidi Imamate in Yemen at Saada (not Sanaa) as a purely religious sect, which later obtains some temporal power, but around Saada mainly, though for short periods their rule was extended to Nejran and Yaffa up to Dahir (towards Bedha). They never succeeded in taking Sanaa.

The Zaidi sect was founded by one Zayd, son of Ali Zayn, son of Husain, son of Ali (the Prophet's son-in-law) and Fatima (the Prophet's daughter).

O'Leary's "Arabic thought and its place in History" Page — 96
Para. 20 (O) **A.D. 1248**

5. A local Governor of Yemen appointed by the Ayyubide Caliph declares his independence, and founds the Rasulite dynasty of Yemen.

Para. 20 (O) **A.D. 1248-1539**

6. Yemen under the Rasulite dynasty.

Para. 20 (O) **A.D. 1539**

7. Turks under Suleiman the Magnificent take Yemen.

Para. 22 (O) **A.D. 1539-1630**

8. Yemen under the Turks.

Para. 23 (O) **A.D. 1630**
Para. 7 (N)

9. The Turks evacuate Yemen, and one Kasim founds the present Imamic line of Sanaa.

Note.

There is no Imamic dynasty (in the strict sense of the word) of Sanaa, as no law of primogeniture exists, though the present incumbent of the post is trying to create one. The Saada line, though over-shadowed by that of Sanaa, was still in existence in 1906 (see below). An Imam can be elected from any member of any branch of the Imamic family—whose name is legion.

The internal history of the Imamate is too heterogeneously complex and lengthy to be related in this short note, but suffice it to say that on account of the non-essential condition of the observance of the law of heredity or the law of primogeniture in the election of the Imam, sometimes quite outsiders have been elected as Imams, *e.g.*, 1707, when Mohamed bin Hasan, a native of Shehr, was proclaimed Imam under the title of El Nasr, while in the more recent history in 1862 the people of Sanaa deposed and ousted the then Imam and elected one Arab Sheikh Mohsin-bin-Moyyad as their Imam, but as he was

not a Sayed or Sharif, they subsequently elected a religious Imam in the person of a Sayed Mohsin-Esh-Sharafuddin, who took up his abode in Shahara, while the Political power remained in the hands of the non-Sayed Mohsin ibn Moyyad till the rise of Imam Ghalib in 1869." ("Note on the Zaida Imamate of Sanaa," paragraph 9).

The father of the present Imam—Mohamed—was merely a Sanaa Mufti (expounder of Mohammedan Law), one among many such men, when he was elected to the Imamate, and his son Yahya—the present Imam—succeeded him in 1904 merely by election, and as a matter of fact was opposed by a section of the Zaidis, who put forward a rival in the person of Sayed Mohamed-el-Haschim-el-Dajani. This individual was one of the Imams of Saada (see above), (Constantinople despatch No. 445, dated the 1st July, 1906).

Para. 75 (O) **A.D. 1630-1728**

10. The Imams of Sanaa rule over Yemen, including the territory now covered by the British Protectorate.

Para. 25 (O) **A.D. 1728**

11. The Abdali Sultan of Lahej rebels against the Imam and becomes independent with the other tribes at present in the British Protectorate.

Para. 25 (O) **A.D. 1728-58**

12. Taiz, Kataba and Hujairiya rebel and become independent.

Para. 31 (O) **A.D. 1760**

13. Tihama (Red Sea coast of Yemen) rebels and becomes independent under the Sheikhs of Abu Arish.

A.D. 1760

14. The Imam is left ruler of the Yemen highlands, *i.e.*, about half of what he rules over to-day.

Para. 33 (O) **A.D. 1760-1840**

15. Tihama remains an independent State under the Abu Arish family—with a short interval of foreign rule by Ibrahim Pasha of Egypt.

A.D. 1839

16. The British take Aden. The Abdali Sultan, with the other tribes in what is now the Protectorate, has been independent of the Imam since 1728 (see paragraph 11 above).

Para. 33 (O) **A.D. 1840-44**

17. The Turks return to Yemen and take the Tihama, appointing one of the Abu Arish family as Governor.

A.D. 1871

18. The Turks capture Sanaa from the Imam.

A.D. 1871-1918

19. Yemen under the Turks.

A.D. 1891

20. Rebellion by the Imam Mohammed (father of the present Imam) against the Turks, who crush it.

A.D. 1905

21. Protectorate Boundary agreement with the Turks.

A.D. 1905-11

Rebellion by the present Imam, during which the Turkish garrison at Sanaa was besieged by the Zaidis. The Turks finally quelled the rising, but gave the Imam certain judicial (Sharia) powers, and a stipend, while keeping the administration in their own hands.

A.D. 1918

22. Turks evacuate Yemen, and Imam becomes ruler of the Zaidi highlands.

A.D. 1919

23. Imam begins his aggressions into the Protectorate and takes Dala.

A.D. 1920

24. British troops evacuate Hodeida, which is taken over by the Idrisi.

A.D. 1925

25. Owing to tribal troubles Idrisi evacuates Hodeida, which is occupied by the Imam, who thus becomes ruler of the Tihama.

A.D. 1919-28

26. Imam continues his aggressions.

A.D. 1928

27. Zaidis expelled from Dala and Shaibi areas of the Protectorate.

Enclosure 2.

A Brief Outline of the History of Yemen During the Moslem Period, by Captain M. Fazluddin, I.M.S., Political Office, Hodeidah.

In order to find out how far the claim of the Imam of Sanaa, that his ancestors had held Yemen for a thousand years before this time, is based on facts it is necessary for one to acquaint oneself with the history of Yemen from the rise of Islam up to the present day, so that an accurate estimate of the above statement may be made.

2. During the life-time of the Prophet of Islam and just after the era of the Hijra, *i.e.*, the Flight of the Prophet from Mecca to Medina, corresponding to A.D. 622, when the Moslem conquests in Arabia began, Yemen or Southern Arabia was governed by a Persian Viceroy named Badhan.* This Viceroy, acting under instructions from his Monarch, Kisra Perwez, was about to attack Mohammed and his small number of followers in Yathrab, when he was informed by the Prophet, before the Viceroy had received any news himself, that the Persian Emperor, under whose direction he was acting, had, just then, met his deserts and had been deposed by his outraged subjects. The accuracy of this news was afterwards proved through official sources, and Badhan embraced Islam and tendered his allegiance to the Prophet, who confirmed him in his office of the Governor of Yemen, in which capacity he continued to rule till his death.

3. During the latter portion of Badhan's government some disturbances of a more or less serious nature took place in Yemen, and Ali-ibn-Abu-Talib, the Prophet's cousin and companion, was appointed by him to quell them. Ali not only did successfully put down the revolt, but succeeded in converting the whole tribe of Hamdan to Islam in one day and their example was soon followed by all the inhabitants of Yemen, except those of Nejran who preferred to remain Christain and pay tribute.

(N.B.—The present tribes of Hashids and Bekils, who claim direct descent from the original Hamadan tribe which had embraced Islam at the hands of Ali, are still proud of this tradition, and never tire of claiming their superiority over the other tribes of Yemen, who were all later converts to Islam than they. This event may also be the cause of the Shiite and pro-Aliite tendencies which all the inhabitants of Yemen have invariably exhibited in the whole of the subsequent Islamic history of Yemen).

4. After the death of Badhan, the Prophet divided Yemen between Shehr, son of Badhan, and six of his own companions, to each of whom he assigned a province in it. Immediately after this event, however, the Prophet died in A.D. 632.

5. When Abu-Baker-es-Saddiq was declared Caliph, he found Yemen in the throes of a serious rebellion which, combined with the disturbances in Yemama,† threatened the very existence of Islam. He, however, successfully put down the revolt of El-Aswad-ibn-Ka'ab Dhool Hamar, and subsequently of Amr-ibn-Ma'dikarb and Qais ibn Abdul Yagooth in Yemen and of Asha's ibn Qais in Hadramaut. He then divided the country between three governors, viz., Saeed-ibn-Labeed appointed to Hadramaut, Ibban-ibn-Saeed appointed to Sanaa, while Jannad was allotted to Ma'ad-ibn-Jabl-el-Ansari. Ibban-ibn-Saeed appears to have died or have been removed soon after and another person named Jalea ibn Omayya sent in his stead. These Governors were subsequently confirmed in their posts by the Caliphs Omar and Othman in A.D. 634 and 643 respectively.

6. When, however, Ali-ibn-Abi-Talib succeeded to the Caliphate in A.D. 655, acute dissensions broke out between the two main divisions of the Koraishites, viz., the Hashamities to whom Ali belonged, and the Ommayyads to whom the late Caliph Othman and his chief advisers belonged, on account of the rather untactful action of the new Caliph in dismissing at once all the governors appointed by the former Caliphs. All the provinces of the then Moslem Empire refused to recognise the new governors, except Yemen, where the Aliite governor Abdullah-ibn-Abbas-el-Ansari succeeded, after some trouble, in establishing his Government, though of course it was practically of no great advantage, as the former Governor Jalea ibn Omayya had carried off all the Government Treasury with him.

7. In the subsequent Aleo-Muawiyya struggle for Islamic Caliphate during the next few years, Yemen shared the fortunes of Ali, and although the Aliite Governor of that province, Abdullah-ibn-Abbas-el-Ansari, put in a bold and severe fight against the Omnayyad General Bashir-ibn-Arteb who had invaded Yemen under instructions from his chief, his force was utterly routed and the whole province was cruelly and direly punished for its adherence and faithfulness to Ali.

* "Playfair" History of Yemen, founded on the accounts of Masoodi in his book "Meadows of Gold and Mines of Gems."

† The country on the east of Hijaz and Asir is generally spoken of as Yemama in the old Arabian History.

8. Ali-ibn-Abi-Talib died about the year A.D. 661, and in the same year Hassan, his eldest son, abdicated the Caliphate throne in favour of Muawiyya. Thus Yemen finally became subject to the Caliphs of the house of Muawiyya, and remained so until A.D. 749, when that dynasty was overpowered and extinguished by the Abbasides.

9. From A.D. 750 to 905 the Abbasides ruled Yemen by means of their Viceroys directly appointed by the Court of Baghdad, and until it passed into the sanguinary and sacrilegious hands of the Qaramities.

10. In the year A.D. 996 the Court of Baghdad learned for the first time that the Qaramities had gained almost all Yemen and were threatening Mecca and Medina.* From that time till the year A.D. 985, when the Qaramities sustained a crushing defeat in 'Iraq, the history of Yemen shows an endless series of most outrageous, cruel and shockingly sacrilegious acts on the part of the Qaramite governors of Yemen, and numerous other inter-tribal strifes and quarrels. Abu Tahir, the famous Qaramite General, who reigned in Mecca and Omman and Bahrein,† and his creature, Ali ibn Fadl, who reigned in Yemen for a long time, professed to owe allegiance to the Fatimite Caliph Almahdi Obeidullah whose capital at that period was in Kairowan, but subsequently, during the Fatimite period in Egypt, there does not seem to have been much love lost between the Fatimites and Qaramities. Although Alomizz, the first Fatimite Caliph in Egypt, immediately after his arrival in Alexandria on the 31st May, A.D. 973, proceeded to instruct his new subjects in the same doctrines of Shiite creed, which were identical with those professed by Qaramathians, hoping thus to gain the good will and submission of the votaries of that sect; his plan proved entirely unsuccessful and these heretics continued to harass the Fatimites as well as the Abbasides for a long time.

11. The sacrilegious atrocities committed by the Qaramathians have been unparalleled in the history of Islam since its inception. The peculiar doctrines that they preached and the most terrible havoc that they wrought in the holy places of Islam have been described so cogently and explicitly by Gibbon in his immortal work "The Decline and Fall of the Roman Empire," that I cannot resist the temptation of quoting him at some length, for which I crave indulgence. He says‡ "In the 275th year of the Hijra and in the neighbourhood of Cufa, an Arabian preacher of the name of Caramath assumed the lofty and incomprehensible style of the guide, the director, the demonstration, the word, the Holy Ghost, the camel, the herald of Messiah, who had conversed with him in a human shape and the representative of Mohammed§ the son of Ali, of St. John the Baptist,‖ and the Angel Gabriel. In his mystic volume the precepts of the Quran were refined to a more spiritual sense, he released the duties of ablutions, fasting and pilgrimage, allowed the indiscriminate use of wine and forbidden fruit, and nourished the fervour of his disciples by the daily repetition of 50 prayers . . . . . Instead of the legal tithes, he claimed the fifth of his followers substance and spoil; the most flagitious sins were no more than a type of disobedience; and brethren were united and concealed by an oath of secrecy . . . . . The rapine of the Caramathians was sanctified by their aversion to the worship of Mecca; they robbed a caravan of pilgrims and twenty thousand devout Moslems were abandoned on the burning sands to a death of hunger and thirst. Another year they suffered the pilgrims to proceed without interruption; but in the festival of devotion Abu Tahir stormed the holy city and trampled on the most venerable relics of the Mohammedan faith.

12. Thirty thousand citizens and strangers were put to the sword, the sacred precincts were polluted by the burial of three thousand dead bodies; the well of Zemzem overflowed with blood, the golden spout was forced from its place, the veil of Kaaba was divided among these impious sectaries, and the black stone, the first monument of the nation, was borne in triumph to their capital.**

13. *†Soon after A.D. 985, when the Qaramites had entirely lost control of the pilgrimages, Oman recovered its independence, and three years later Katif, at that time their chief city, was wrested from them by a Bedouin chief and subsequently their political power in the whole of Arabia fell into the hands of different Bedouin Sheikhs.

* Omarah's "History of Yemen, and the Caramatheans, Ency. Britt. Arabia." † Omarah's "History of Yemen." ‡ Gibbon in his description of the Qaramites has closely followed the description given by Abdul Faraj in his "History of Dynasties" and Abul Fida in his work "Moslem annals." § Mohammed Hanfia, a son of Ali from a wife other than Fatima the daughter of the Prophet. ‖ Commonly known amongst the Moslems Yehia bin Zakria. ** Alhsa in Bahrein. *† Encyclopædia Britt. "Arabia."

14. Zahereyah, whom Playfair on the authority of Al-Khuzraji mentions in his book to have conquered Aden in A.D. 1038 and then appointed Solaihi as its Governor, appears to have been one of the Bedouin Sheikhs in whose hands the Qaramite Government in Yemen had fallen.

15. *In A.D. 1050 Ali bin Mohammed-el-Sulaihi appears to have conquered the whole of Yemen (and according to some historians even Mecca and Hadramaut), and tendered his allegiance to the then Fatimite Caliph of Egypt, Almostansir billa.

16. From this date onward, till the installation of the Ayyubide dynasty on the throne of Egypt in A.D. 1173, Yemen continued to recognize the Caliphate of Fatimite Caliphs of Egypt, though of course throughout the whole of this period local quarrels between the scions of the various governing families were never at rest—those between† Saba and Ali, the sons of Masood and Abdul Kadir, the descendants of Solaihi and his rival Dhool-Ka, are the most noteworthy and are recorded in detail in the chronicles of Al Khazraji and Omarah.

17. In A.D. 1173, when the Ayyubide dynasty supplanted the Fatimite Caliphs of Egypt, the then Sultan of Sanaa resigned his authority in the hands of Tooranshah, the brother of Salah-Ed-Din-el-Ayyubi (better known in the European History as Saladin of the crusades), who had first acted at the prefecture of Egypt as a deputy of Sultan Nurud din Zangi, but subsequently on the deccase of the last of the Fatimite Caliphs, had assumed the title of Sultan of Egypt on the 12th of April A.D. 1174.

18. It appears from the accounts of Ali-bin-Hasan-El-Khazraji given in his history "Uqudul Luluyya" edited by Sheikh Mohammed Asal and published in Arabic by E. J. W. Gibb Memorial Committee in 1913, that the Ayyubide dynasty reigned in Yemen till A.D. 1248, when their last Sultan in Yemen, El-Malek-El-Masood, left for Mecca on his way to Egypt, where he was called by his cousin the Sultan-El-Malek-El-Kamil for being appointed to the Governorship of Damascus which had just then fallen vacant by the death of El-Malek-el-Adil-bin-Ayyub.

19. El-Malek-El-Masood of Yemen before his departure from Sanaa had appointed his Atabak, *i.e.*, the Commander-in-Chief of his Forces, Nuruddin-Umar-bin-Ali-bin-Rasool, as his Viceroy in Yemen.

20. El-Malek-el-Masood died in Mecca on his way to Egypt in A.D. 1248, but his Viceroy continued to govern the whole of Yemen in his name till A.D. 1252, when he declared his independence of the Ayyubide dynasty of Egypt. He struck the coins in his own name, substituted his name in the Khutba prayers in place of the name of the Sultan of Egypt, and thus laid the foundation of the famous Rasulite Dynasty of Yemen, which reigned without intermission, both in the Tihama and the hills of Yemen, with its highland capitals at Sanaa and Taiz and lowland capital at Zabid, from A.D. 1252 to 1539, when the whole of Arabia passed into the hands of the Turkish Sultan Sulaiman the Magnificient, who in the latter year not only occupied the whole of the coast of Yemen but the hills as well, and Sanaa became the seat of a Turkish Pashalik.

21. From A.D. 1539 to 1630 the Turks reigned in Yemen continuously, though of course, during the period the Arabs unsuccessfully revolted several times against the oppression and corruption of their Turkish masters. These revolts whenever they occurred were put down with great severity and carnages.

22. The cause of the evacuation of Yemen by the Turks at this time is said to have been the general revulsion of the Arab feelings against them on account of the extreme corruption and great cruelty in their administration and the abysmal depths of degradation to which their morals had sunk. It is said by Sheikh Saleh-el-Mughbali, a great preacher of that period, that the vice of sodomy had become so rampant amongst the Turkish soldiers and civilians at that time, that the people were compelled to screen their boys to the same extent as they screened their girls.

23. The effect of this general corruption of the Turks in Yemen was that when one Kassim, a resident of Zohra in the vicinity of Loheiya and a descendant of the house of Sharif Barakat, whose son Mohammed, the then Sharif of Mecca, had invaded Yemen during the Rasulite period, all the Arab chiefs in the hills, as well as the Tihama, rallied round him and commenced a series of attacks on their masters, whom they ultimately drove out of all the Yemen.

24. Subsequently, Kassim, who had by this time assumed the title of Sayyed (and was given the posthumous surname of Al Kabir, *i.e.*, the Great) governed the whole of Yemen for a few years before his death. After his death, his son Ismail invested himself with the appellation of El-Mutwakkil-al-allah and proclaimed himself Imam,

* Ency. Britt. "Egypt" Omarah's "History of Yemen." † Playfair History of Yemen on the authority of Imam Ali ibn Husain El Khazraji.

in supersession of the Zaidi Imams of Sada, whose family was thus finally extinguished, and made Sanaa his capital.

25. From A.D. 1630 onwards these new Imams continued in sway of the whole of Yemen until 1728, when one Ahmed, a brother of the then Imam, declared himself independent in Taiz. Subsequently, in 1758, one Sheikh Abdul Rub declared himself independent chief of Hujairia and Kataba, while 2 years afterwards the principality of Abu Arish also became independent of the sovereign of Yemen.

26. *The Sharifs of Abu Arish, from A.D. 1760 forward continued extending their rule in the Tihama, until the whole of the coast of Yemen from Kunfida to Bait el Fakih was occupied by them by about A.D. 1790. Thus, when Abu Nookta, the Chief of Asir, with his Wahabi hordes, attacked Yemen, Sharif Hamood of Abu Arish was ruling the whole of Tihama up to Bait el Fakih.

27. From 1805 to 1815 Yemen was a scene of frequent invasions from the Assiris and the Wahabites of Nejd, in consequence of which Sharif Hamood was compelled to change sides on various occasions, according to circumstances. He is seen, sometimes negotiating with the Imam of Sanaa, at others with the Assiris and the Wahabites, and at times even with Mohamed Ali Pasha and his son Ibrahim Pasha, who had beeen appointed by the Porte for the punishment of the Wahabites, whose power was absolutely shattered by them, first in 1815 and then finally broken in 1818.

28. At the time that the siege of Deria, the Wahabi stronghold, was protracted in the summer of 1818, Ibrahim Pasha had sent to Egypt for further reinforcements. These reinforcements to the number of 2,500 men under the command of Khalil Pasha did not arrive until Deria had fallen. Consequently, they were not required for any further use, but Mohammed Ali Pasha ordered them to be employed against the Sharif of Abu Arish, who was now governing nearly the whole of Tihama, and a part of the other provinces of Yemen as well as Kunfida, Loheiya, and several other coastal towns fell into the hands of Mohammed Pasha, who subsequently arranged to hand them over to the Imam of Sanaa under a compact that the latter should remit to the Turkish Viceroy of Egypt annually the sum of one lakh of dollars.

29. But soon after this compact not only the Sharifs of Abu Arish regained possession of all the provinces wrested from them by Mohammed Ali Pasha, but the Imam lost a large portion of his other dominions, including Taiz, Jiblah and Es-Shimlah, which were seized by the Dhoo Mohamed and Dhoo Husain tribes. Mokha, however, still remained in the Imamic possession.

30. During the year 1831, when the Turkish Viceroy of Egypt, Mohammed Ali Pasha, revolted against the Sultan of Turkey and invaded Syria, his army in the Hedjaz mutinied, and a section of it under a Turkish officer, Turkchi Bilmas, started on an ambitious career of the conquest of the Yemen coast, which, according to the compact of 1816 mentioned above was considered to be nominally under the suzerainty of the Viceroy of Egypt at that time. He entered Mokha in the year 1832 but had to surrender it, next year, to the Assiri invader Ali Ibn Meythel, who in his turn was obliged to restore it to the authority of the Egyptian Viceroy, whose army under Ibrahim Pasha ultimately succeeded in reducing all the Tihama in 1833.

31. Early in the year 1840, however, the Egyptian troops evacuated Yemen, chiefly under the influence of the vigorous intervention of the European powers in the struggle between Mohammed Ali Pasha and the Porte at the end of the Syrian campaign of 1839.

32. †Immediately after this evacuation Sharif Husain of Abu Arish reoccupied all the Tihama up to Mokha and our treaty with him dated the 1st of September, 1840 shows that he was in effective occupation of the country and its principal port in 1840 He even succeeded in wresting Taiz from the Imam in 1844 and Ibb and Jiblah in 1845. In 1843 he had already been given the title of Pasha by the Sultan of Turkey whose name was now mentioned in the Khutba of Juma prayers, and formally invested with the Government of Tihama on the condition that he should pay 70,000 dollars annually to the Imperial Ottoman Treasury. The struggles between the Imam of Sanaa and the Sharif of Abu Arish for the possession of Tihama which occurred between A.D 1840 and 1849 are too numerous to be related here, but the nett result of these desultory fights was that the Sharif, in spite of occasional reverses, continued to reign supreme in Tihama till the final occupation of it by the Turks in April, 1849

* The following accounts are based on "Nafeh el Ud," a manuscript history of Sharif Hamood, by Ahmed ibn el Hassan, El Bahkali and Playfair's "History of Yemen."

† The following accounts are founded on the manuscript history named "Dhahb el Matbuk" by Ahmed bin Zaid and Playfair "History of Yemen."

33. The Sharifian rule in the whole of Tihama generally, and Mokha particularly, had made itself disgusting to the people, by its cruelty and oppression, while the incessant warfare and unending quarrels between the Imam and the Sharif had reduced the country to such a condition of chaos and insecurity of life and property that the Turkish Government finally resolved to take possession of Yemen, and sent Taufik Pasha with a fleet from Jeddah to occupy all the ports of Yemen. Sharif Husain surrendered the whole of the country under him to Taufik Pasha in A.D. 1849 without demur and retired to Abu Arish on a substantial pension which was continued to his progeny for two generations.

34. *Soon after his arrival in Abu Arish Sharif Husain in company with Sharif Mohammed Own of Mecca set out for Constantinople to pay his respects to the Sultan. On his arrival in Constantinople he was received by the then Sultan with great honour and was granted an addition of 5,000 piasters (LT50) p.m. in his pension. He returned to Mecca the same year and died there after two years.

The chief surviving members of Sharif Husain's family at present are :—

1. Sharif Mohamed-bin-Zaid-ibn-el-Husain, the Idrissian Amil of Zaidiya and the Chief in Command of the Idrissian forces in Malhan.
2. Sharif Ahmed-bin-Zaid-ibn-el-Husain, the Idrissian Amil of Hodeidah.
3. Sharif Hamood-bin-ibn-el-Husain, the Idrissian Amil of Midi.

Since 1849 the Turks have remained in occupation of Yemen, till their recent evacuation in 1919 as a result of the great European war of 1914-1918

M. FAZLUD-DIN,
Captain, I.M.S.

1922.

Enclosure 3.

A NOTE ON THE ZAIDI IMAMATE OF SANAA,

by Captain M. Fazluddin, I.M.S., Political Officer, Hodeidah.

THE religion of Islam is divided into two main divisions—Sunnism and Shiaism)—which differ from each other not so much in their fundamental beliefs in the principal tenets of Islam, as in certain historical traditions, viz., the succession of the Caliphs or the successors of the Prophet and a few miner religious practices. These sects are further subdivided into numerous divisions and their subdivisions according to the expositions of the various exponents of the Islamic law and Islamic Metaphysics or Mystic Philosophy.

2. The chief divisions of Sunnism according to the different interpretations of the Moslem Quranic law and the traditions of the Prophet are :—

(1) The Hanafites—the followers of Imam Abu Hanifa (Moslems of India, Afghanistan, Turkey, Turkistan and Baluchistan, mostly conform to these schools).
(2) The Shafiites, the followers of Imam Ahamed-esh-Shafai (Moslems of Arabia, Syria and Egypt mostly conform to this school).
3. The Malekites—the followers of Imam Mohamed ibn Malek (Moslems of Sudan, all the countries of North Africa and parts of Somaliland belong to this school).
(4) The Hanabalites, the followers of Imam Ahmed bin Hanbal (Moslems of Central Arabia and the eastern coast of Arabia mostly conform to this school).

The Wahabites of Nejd are an advanced puritanical form of the last school.

3. The main divisions of Shiaism, based on a similar basis of divisions to that of Sunnites and on differences of Apostolic succession of Imams, the descendants of Ali are :—

(1) The Zaidies—the followers of Imam Zaid-ibn-Zain-el-Abidin-ibn-Husain-ibn-Ali. (This school is confined to the Highlands of Yemen only.)
(2) The Motazalites—the followers of Mahmood-el-Zamakhshri (parts of Persia, Syria and India conform to this school). This school is also known as the Rationalistic sect of Islam and the more enlightened and highly educated amongst the Moslems in all ages, since its first initiation at the time of the Abbaside Caliph Mamen, who himself was a great partisan of this school, have belonged to this school.

* Local information gathered from the great-grand-sons of Sharif Husain.

Of the above divisions of Shiaism the Zaidies are the nearest approach to the Sunnism both in their religious law and historical traditions. Among other things they teach that a Caliph or successor of the Prophet both temporally as well as spiritually should be a descendant of the Prophet through his daughter Fatima and her husband Ali, but if circumstances render it necessary that a Caliph is chosen who is not a descendant of the Prophet, then the Moslems should elect an Imam or a Religious Leader, to whom they should accord religious obedience, apart from the Caliph to whom obedience in temporal matters is necessary.

4. *The Zaidi Imamate in Yemen began about the year A.D. 885, and from that date up to the present the whole period of this Imamate can be divided into two distinct periods. The first period extends from the year A.D. 902 to A.D. 1630, and the second extends from A.D. 1630 up to date.

The first period of the Zaidi Imamate in Yemen.

5. It dates from the year A.H. 280, corresponding to about A.D. 885, when a person named Yahia-ibn-el-Husain-al-Kassim-Ar-Rassi, who claimed descent from the Prophet through his grandson Hasan-ibn-Ali, having migrated from 'Iraq, along with his father at the time of Abbaside Caliph al Mutadid, reached first Shurfa, subsequently Yemen and took up his abode as teacher in Sada. He adopted the profession of a teacher and taught his pupils the doctrines and law of Islam as expounded by Imam-Zaid-Zain-el-Abdin-bin-Husain-bin-Ali and preached to them that only he deserves to be elected the Imam or Leader of Moslems, who should be descendant of the Prophet, should be thoroughly learned in the lore of religion, and should be pious and God fearing, brave and intrepid in war, just in administration and liberal and munificent in his dealings with the people. The effect of this teaching was that the small number of his pupils and followers in the doctrines of Zaidism, to whom he impressed as the paragon of perfection, and the model of all the qualities for being an Imam, as enunciated by himself, elected him as their Imam in Sada in the same year as he had arrived at that place. He at first exercised only religious authority over his followers in Sada and its vicinity, but subsequently assumed the political and administrative control of those parts as well.

6. Although, according to the Zaidi conditions for the election of an Imam, the observance of law of heredity, except in as far as the candidate should be a descendant of the Prophet, is not necessary, the Imamate at Sada continued in the family of the first Imam Mohammed-el-Hadi-Yahya-ibn-el-Husain till A.D. 1630. During this period the authority of the Imams had been exercised mainly in the district of Sada and its environments, but it appears to have once extended to Nejran, Yaffa, up to Dahir in A.D. 1152, at the time of Imam Ahmed-ibn-El-Mutawakil-al-allah, but they never succeeded in taking Sanaa which was governed successively by the Governors of the Ommayyads, the Abbasides, the Fatimites, the Auyyubides and the Rasulites.

7. In A.D. 1630, however, a man named Kassim, Resident of Zohra near Loheiya, who traced his lineage to Sharif Mohammed-ibn-Barakat, a Sharif of Mecca who had invaded Yemen in 1477, raised the standard of revolt against the Turkish Rule in Yemen and by the aid of the Arab Chiefs both in the Highlands and Tihama, succeeded in expelling them out of the whole of this part of Arabia. Subsequently he assumed the title of Sayyed and was invested with the appellation of El-Kabir after his death, when his eldest son Ismail proclaimed himself the Imam of Yemen under the title of Al-Mutawakkil-al-Ullah in supersession of the original Imams of Sada whose Imamate was thus finally extinguished.

Thus the Imam Ismail-al-Mutawwakil-al-Ullah became the first Imam of the second period of the Zaidi Imamate of Yemen.

8. The successors of this Imam ruled the whole of Yemen, both in the Highlands and in the Tihama, throughout the 17th century, though of course with varying degrees of success and frequent vicissitudes of fortune, as their authority was not infrequently challenged by local Chiefs and tribes of whom the Hashid and Bekils rising of A.D. 1677 is well-known in the history of that period. But in the 18th century they appear to have lost control of the whole of the Tihama which became dependent on the Sharifian family of Abu Arish, a brief account of which has already been given in the previous

* The following accounts are mainly based on the authority of Omarah's "History of Yemen" and Playfair "History of Yemen."

note on the history of Yemen, till finally in the middle of the 19th century the Ottoman Government occupied Yemen—the coast as well as the Highlands.

9. The internal history of the Imamate is too heterogeneously complex and lengthy to be related in this short note, but suffice it to say that on account of the non-essential condition of the observance of the law of heredity or the law of primogeniture in the election of the Imam, sometimes quite outsiders have been elected as Imams, *e.g.*, in 1707, when Mahomed bin Hasa, a native of Shehr, was proclaimed Imam under the title of El Nasr, while in the more recent history in 1862 the people of Sanaa deposed and ousted the then Imam and elected one Arab Sheikh Mohsin-bin-Moyyad as their Imam, but as he was not a Sayed or Sharif, they, subsequently, elected a religious Imam in the person of a Sayed Mohsin-Esh-Sharafuddin who took took up his abode in Shahara, while the Political power remained in the hands of the non-Sayed Mohsin-ibn-Moyyad till the rise of Imam Ghalib in 1869.

10. The present Imam's father, Mohamed-ibn-Hamiduddin, though originally a descendant of the house of Es-Sayed-Kassim-El-Kabir or a branch of his family, none of the scions of which had ever before been elected Imam, was merely a mufti in Sanaa like so many other mufties besides him. Through the good offices of Imam Sharafuddin his influence was increased among the people and on his death Mohamed Hamid-uddin was unanimously elected as Imam. But the election of the present Imam Yahya-ibn-Mohamed Hamid-uddin after the death of his father in A.D. 1900, was actually challenged by a large section of Zaidis who elected another Imam named Addahyani who is still alive, and if any favourable opportunity arises will not be slow in contesting the Imamate to the bitter end.

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18. India Office ... ... 16th May	Transmits copy of telegraphic correspondence with the Government of India, and agrees that as there is no sure ground on which to preclude American interests efforts should be concentrated on securing a measure of British control 20
19. To Air Ministry ... 24th May	Inquires the position as to the title to the landing ground, and states that it may be difficult to safeguard the position at this date 23
20. To Eastern and General Syndicate, Ltd. ... 30th May	Gives consent to the participation of American interests in the Bahrein concessions, subject to conditions to be discussed between the Colonial Office and the Syndicate 23
21. Foreign Office to United States Embassy ... 29th May (Rec. 3rd June)	In reply to the enclosure in No. 13, indicates the decision of His Majesty's Government regarding participation of American interests in the Bahrein concession As regards the general policy, states that His Majesty's Government reserves the right to deal with each case on its merits 23
22. Colonial Office ... 7th June	Report of an Inter-departmental Conference, held to discuss the conditions to be imposed by His Majesty's Government in agreeing to the transfer of the Bahrein concession 24
23. Air Ministry ... 14th June	Is obtaining a report on the ownership and tenure of the landing ground at Bahrein 26
24. To Foreign Office, India Office, Petroleum Department ... . 17th June	Suggests the line of argument to be taken in imposing the conditions agreed to in No. 22 and invites observations 27
25. Petroleum Department...21st June	In reply to No. 24, indicates two reasons why there are no very strong grounds for imposing the new conditions, but thinks that the Syndicate may accept the conditions in order to ensure renewal of the Exploration Licence 28
26. India Office ... ... 29th June	In reply to No. 24, states that whilst the position is not wholly satisfactory, great importance is attached to the conditions decided upon, and agrees to the action proposed 28
27. Foreign Office ... ... 9th July	In reply to No. 24, considers that the argument that the original concession has expired should not be used, but that it should be urged that the Shaikh could reasonably refuse to renew the licence if the Syndicate refused to accept the new conditions 29

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No
1929	
28. Air Ministry (Secret)...18th July	Has received a request from Air Headquarters, 'Iraq, that no steps should be taken which would prejudice the sites of the landing ground and seaplane station until the present inquiries have been completed ... 30
29. Colonial Office ... ... 20th July	Record of a discussion held on 19th July between the Colonial Office and the representatives of the Eastern and General Syndicate Ltd., at which the conditions were, on the whole, satisfactorily communicated to the Syndicate 30
30. Colonial Office ... 31st July	Record of a discussion between the Colonial Office and the representatives of the Eastern and General Syndicate Ltd., at which the rejection by the Americans of all the conditions but one was reported, but subsequently an amended formula regarding the local British representative was agreed for submission to the Americans, it being thought that agreement on the remaining conditions would follow 31
31. To Foreign Office, India Office ... ... 3rd August	In view of the importance attached by the Americans to the designation of the local British representative, inquires whether the question, so far as His Majesty's Government is concerned, may be regarded as one of comparative indifference 34
32. Foreign Office ... 8th August	Has no objection to the revised fourth condition and attaches no great importance to the precise designation of the local British representative 35
33. Colonial Office ... 8th August	Note of a Conference with the Eastern and General Syndicate Ltd., at which the fourth condition was again tentatively amended and mutual agreement reached on the remaining conditions 35
34. To Foreign Office, India Office ... ... 13th August	Submits, for approval, a draft letter to the Syndicate embodying the terms tentatively agreed upon in No. 33 38
35. Foreign Office ... 16th August	Suggests an amendment in enclosure to No. 34 38
36. Political Resident (No. 37) 19th July (Rec. 19th August)	Conveys details of the landing ground and seaplane station 39
37. India Office... ...23rd August	Comments on enclosure in No. 34 41
38. To Foreign Office ... 29th August	Suggests an amended paragraph to meet the objection in No. 35 42
39. To Air Ministry...2nd September	Asks for precise location of landing ground and inquires whether the Syndicate can be informed of the position of the two alternative sites referred to in No. 36 ... 42
40. Foreign Office ... 4th September	Comments on Nos. 37 and 38 43
41. Air Ministry (Secret) 13th September	States that the question whether both aerodrome sites will be required is under consideration, but agrees that the Syndicate may be informed of their position 43
42. To Eastern and General Syndicate, Ltd. 16th September	Indicates the conditions on which His Majesty's Government will agree to the transfer of the Bahrein concession to the new company 44
43. To Eastern and General Syndicate, Ltd. (Confidential) ... 20th September	Gives the position of the two landing ground sites, and promises a further communication as to whether both sites will be required and as to the position of the seaplane station 45
44. Eastern and General Syndicate, Ltd. ... 24th September	Acknowledges Nos. 42 and 43, and states that Messrs. Janson and Holmes are proceeding to America to discuss the conditions laid down therein 45
45. Eastern and General Syndicate, Ltd. 26th November	Transmits a copy of a letter from the Eastern Gulf Oil Company commenting on No. 42 and requesting certain modifications therein 46

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1930	
46. To Eastern and General Syndicate, Ltd. ... 3rd January	Submits observations on the enclosure in No. 45, and states that His Majesty's Government are not prepared to accept any modifications, except those indicated, of the conditions proposed in No. 125. States if the company are prepared to agree to those modifications, His Majesty's Government would be glad to be furnished with a draft of the proposed formal assignment of the rights of the Eastern and General Syndicate to the proposed new company ... 48
47. Political Resident Telegram No. 4 ... 3rd January (Rec. 3d January)	States that the money deposited by the Syndicate has been accepted since the Bank could not hold the draft in suspense any longer, but Bahrein Government do not know on what account payment has been made ... 50
48. To Political Resident (Confidential) ... 15th January	States that until the negotiations with the Syndicate on the subject of the assignment of their rights in Bahrein to American interests are completed, it will not be possible to say what payments will be due from the Syndicate to the Shaikh of Bahrein 50
49. Eastern and General Syndicate, Ltd. ... 30th January	Transmits copy of letter from Major Davis intimating that, subject to clarification of certain points, the American interests are now prepared to accept the conditions set out in Nos. 42 and 46. Requests interview to discuss matter 51
50. To Eastern and General Syndicate, Ltd....8th February	States that it is the intention of His Majesty's Government, on certain conditions, to advise the Shaikh to extend the Exploration Licence to the 2nd December, 1930, and on its expiration the Prospecting Licence should run for two years, this period being open to extension for a further two years subject to the stipulations of Article 4 of the agreement between the Shaikh and the Syndicate. Does not propose to advise the Shaikh that any further payment should be paid in respect of the extension of the period of the Exploration Licence. Suggests that a draft of the formal document to govern the assignment of the Syndicate's rights under the Bahrein agreement should be prepared 52
51. To Foreign Office, India Office, Petroleum Department, Air Ministry, War Office, Board of Trade, Admiralty ... 8th February	Transmits copies of Nos. 49 and 50 and of a note of an interview with the representative of the Eastern and General Syndicate 53
52. Colonial Office ... 17th February	Note of an interview with the representatives of Messrs. Holmes, Son and Pott and Messrs. Freshfields, in connexion with the Deed of Assignment 54
53. To Political Resident (Confidential) ... 13th March	Transmits copy of the draft of an agreement to be executed between the Shaikh of Bahrein and the Eastern and General Syndicate 56
54. To Political Resident Telegram ... ... 1st April	States that draft agreement enclosed in No. 53 has been approved, and requests that every endeavour will be used to persuade the Shaikh to execute a Deed in the terms of the draft 58
55. Political Resident Telegram No. 63 Confidential ... ... 1st May	Suggests modification of Article 6 of Third Schedule to the Mining Lease 58
56. The Political Resident Telegram No. 53 ... 1st May (Rec. 1st May)	States that Syndicate suggest that the liability of the Shaikh under the Article referred should be limited to Rs. 10,000 in any one year, and that the American interests are being asked to agree 58
57. Political Resident Telegram No. 54 ... 3rd May (Rec. 3rd May)	In reply to No. 56, would prefer that the Shaikh should not be liable for action of the company's servants, and that his liability should be limited to Rs. 10,000 in any one year. Considers that the State will have been adequately safeguarded 59

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1930	
58. Messrs. Freshfields, Leese, and Munns ... ... 7th May	States that their clients do not agree to the suggested modification of the Mining Lease, but are prepared to give a letter of assurance that the Shaikh will not be held liable for thefts by the company's European employees 59
59. Messrs. Freshfields, Leese, and Munns ... ... 15th May	In reply to No. 58, suggests a form of assurance to cover thefts of all employees who are not of Bahrein origin 60
60. Messrs. Freshfields, Leese, and Munns ... ... 17th May	Suggests that draft letter of assurance to the Shaikh embodied in No. 59 be amended, and states that if the enclosed draft is approved they will ascertain whether their clients agree to it 60
61. Messrs. Freshfields, Leese, and Munns ... 23rd May	Agrees to the terms of the amended draft letter enclosed in No. 60 62
62. To Political Resident Telegram No. 69 ... 23rd May	Conveys the agreement reached in Nos. 60 and 61 regarding the theft clause, and asks that the Shaikh be persuaded to sign the deed of transfer, and that a letter of assurance as indicated be handed to the Shaikh at the time of signature 62
63. Messrs. Freshfields, Leese, and Munns ... ... 23rd May	States that their clients agree to terms of draft letter in No. 60. Inquires if draft fresh terms of assignment meets with approval and if India Office approval will be necessary 63
64. To Messrs. Freshfields, Leese, and Munns ... 30th May	States that instructions have been conveyed to the Political Resident by telegraph. States also that the assignment between the two companies does not require the Secretary of State's approval 63
65. Political Resident (Confidential No. 29) 30th June (Rec. 9th July)	States that the Syndicate are seeking an oil concession to cover the whole of the Bahrein Islands not already alienated. Considers that their application is altogether premature 64
66. Political Resident (Confidential No. 32) 9th July (Rec. 16th July)	Transmits copy of a further letter from the local agent of the Syndicate, setting out the reasons for applying for an oil concession over the remaining territory, and states that since the Shaikh has now approved the transfer of the original concession the status of the Syndicate is not clear 65
67. Messrs. Freshfields, Leese, and Munns (Rec. 2nd August)	Submits the name of Mr. Montague G. Powell as the British subject on the Board of the Bahrein Petroleum Co., and encloses copy of a letter from that company designating Mr. Duncan Smith and No. 31, Old Jewry, E.C.2, as the British agent and agency respectively in England 66
68. To India Office, Petroleum Department ... 9th August	Transmits copies of Nos. 65 and 66, gives reasons for the application by the Syndicate for an additional oil concession, states that there appears to be no objection to the course suggested and invites observations 67
69. India Office ... 11th September	Agrees with the views expressed in No. 68 and also with the arguments adduced by the Political Resident in No. 65. Considers there are no grounds for granting the Syndicate a second concession for the purpose of their assigning it to the American interests 68
70. Eastern and General Syndicate, Ltd. ... 16th September	Transmits copy of a letter from Major F. Holmes to the Political Agent at Bahrein requesting that the Deed of Assignment should be registered with the Political Agent's Registry of Deeds 69
71. To Mr. D. Duncan Smith 9th October	Transmits, with reference to No. 43, information regarding the site which has been selected and leased to the Royal Air Force 69

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1930	
72. Petroleum Department 11th October	Submits observations on No. 68, and considers it would be to the advantage of both the Shaikh of Bahrein and the British Empire to withhold further concessions at present 70
73. To Mr. D. Duncan Smith 25th November	States, in reply to No. 67, that His Majesty's Government concur in the appointment of Mr. M. G. Powell to the Board of the Bahrein Petroleum Co. 71
74. To Political Resident Telegram No. 93...1st December	States that the Eastern and General Syndicate are being informed that His Majesty's Government are not prepared to advise the Shaikh to consider the grant of an extended concession, that when the existing licence has been taken up they will be willing to advise the Shaikh to review the matter, but cannot give any undertaking that further application will be favourably considered 72
75. To Eastern and General Syndicate, Ltd.. .3rd December	States reasons why His Majesty's Government are not at present prepared to advise the Shaikh of Bahrein to consider the grant of an extended concession .. 72
76. To Political Resident (Confidential) ... 10th December	Transmits copies of Nos. 67, 73, and 75 72
1931	
77. H. R. Ballantyne...27th February	Transmits a letter from the Bahrein Petroleum Co. designating himself as the agent in England and 19/21, Moorgate, E.C.2, as the agency. States that Mr. Powell has been duly elected to the Board ... 73
78. To H. R. Ballantyne...9th March	Acknowledges No. 77 74
79. Acting Political Resident (Confidential No. 16)...22nd July (Rec. 6th August)	States that Major Holmes, on behalf of the Bahrein Petroleum Co., has applied to the Shaikh for the grant of a Prospecting Licence, that the Shaikh approves the grant, and that the execution of the necessary agreement has been authorised . . 74
80. To Acting Political Resident (Confidential) ... 22nd August	Acknowledges No. 79, draws attention to despatch of 13th October, 1930, regarding the sites of the aerodrome and seaplane station, and encloses a copy of No. 43 74
Kuwait	
1930	
81. Eastern and General Syndicate, Ltd. ... 19th August	Transmits draft of the suggested concession for oil over the whole of the territories belonging to the Shaikh of Kuwait, and asks for interview for the purpose of discussing it 75
82. To Eastern and General Syndicate, Ltd. 4th September	States, in reply to No. 81, that before the matter can be discussed with representatives of the Syndicate it will be necessary to consult not only the other interested Departments, but also the Political Resident in the Persian Gulf. Would like to be informed of the result of the discussions between Major Holmes and the Political Agent at Kuwait 80
83. To Petroleum Department, India Office ... 4th September	Transmits copies of Nos. 81 and 82 and invites observations 80
84. Political Resident (Confidential No. 36) 1st September (Rec. 10th September)	Transmits a copy of a letter from Major Holmes to the Political Agent, Kuwait, and indicates the attitude he has adopted in the matter of the proposed oil concession 81
85. Eastern and General Syndicate, Ltd. ... 16th September	Transmits copy of a letter from Major Holmes setting out the position of the proposed Kuwait oil concession 82
86. Political Resident (Confidential No. 38) 17th September (Rec. 6th October)	Considers that many of the clauses in the draft concession are open to serious objection, but will not criticise the concession in detail until the comments of the Political Agent, Kuwait, have been considered 82

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1930	
87. Eastern and General Syndicate, Ltd. ... 17th October	Reviews briefly the previous negotiations and developments relating to the oil concession, and comments upon the stipulation that the British nationality clauses must be inserted 83
88. Political Resident (Confidential No. 42) 6th October (Rec. 18th October)	Submits further comments on the draft concession and transmits a statement showing corrections and additions which the Political Agent considers should be made to the existing agreement 84
89. Petroleum Department 28th October	States that Sir J. Cadman has been asked whether the Anglo-Persian Oil Co. or the 'Iraq Petroleum Co. are prepared to work the Kuwait oil. Inquires whether there is any objection to supplying him with a copy of the Bahrein concession and the terms offered by the Syndicate in regard to Kuwait, in order to facilitate decision as to whether either of the above companies would be prepared to undertake operations in Kuwait 87
90. Political Resident (Confidential No. 43) 20th October (Rec. 1st November)	States that Colonel Dickson did not discuss the draft treaty with Major Holmes, and, in fact, did not see the draft treaty until after the latter had left Basrah. Further states that the only subject discussed was the nationality clause, which Major Holmes said his principals, the American Gulf Company, would object to 88
91. Eastern and General Syndicate, Ltd. ... 3rd November	Asks that the matter may be expedited as much as possible, and that the views of the Indian Government and the Political Resident in the Persian Gulf may be obtained by cable 88
92. To Eastern and General Syndicate, Ltd. 15th November	States, in reply to No. 91, that the comments of the Political Resident of the Persian Gulf have been received and that the Secretary of State for India is in telegraphic correspondence with the Government of India. Does not consider that the presence of Major Holmes in London is necessary. Considers that Major Holmes, as Chief Local Representative, should reside for a minimum of, say, nine months in each year at Bahrein, in which case it would be necessary to make other arrangements for the local representative at Kuwait, if that concession is eventually granted ... 89
93. Political Resident (Confidential No. 40 T) 9th November (Rec. 21st November)	Reports on interview with the Shaikh of Kuwait, in which the Shaikh made it clear that he would insist on the nationality clause in any concession he would grant 89
94. India Office ... 1st December	Transmits copy of telegraphic correspondence with India. Considers that there is no need to influence the Shaikh in his present attitude, but thinks that the attitude of His Majesty's Government in relation to oil concessions in independent States under British protection should be considered and defined 90
95. Foreign Office ... 3rd December	Suggests that the Shaikh of Kuwait's views on the nationality clause of the draft concession should be obtained in writing, in view of the possibility of diplomatic representations 93
96. To Foreign Office, India Office, and Petroleum Department ... 8th December	States that it is proposed to inform the Eastern and General Syndicate Ltd., that, in view of the attitude of the Shaikh, their proposals are not acceptable. States, in reply to No. 89, that no objection is seen to the terms of the Bahrein concession being communicated to Sir J. Cadman, but does not consider it wise in the case of the proposed Kuwait concession to disclose to one competitor the terms which have been offered to another; would have no objection to his being informed that the latter concession is on similar terms to the former 93

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1930	
97. Petroleum Department — 10th December	States, in reply to No. 96, that the proposed reply to the Syndicate is agreed to; accepts the view that it would be inadvisable to inform Sir J. Cadman of the terms offered by the Syndicate, but is communicating with him as suggested in paragraph 4 of No. 96 94
98. India Office ... 16th December	Concurs in the terms of the reply to the Syndicate as proposed in No. 96 94
1931	
99. Foreign Office ... 10th January	Concurs in the terms of the reply to the Syndicate as proposed in No. 96 95
100. Petroleum Department 20th January	States that the Anglo-Persian Oil Co. have declined to take up a Kuwait oil concession because the conditions in that territory, in their view, are not favourable 95
101. Political Resident Telegram No. 3 ...28th January	In reply to No. 93, states that the Syndicate are being informed that His Majesty's Government see no reason to influence the Shaikh's insistence on the nationality clause, and that the Syndicate's proposals are therefore unacceptable 95
102. To Foreign Office ... 31st January	Indicate reasons for not adopting the suggestion in No. 95, to obtain an expression of the Shaikh's attitude in writing 96
103. To Eastern and General Syndicate ... 31st January	States that the Shaikh of Kuwait definitely refuses to grant a concession save only to a company under British control, that His Majesty's Government are not prepared to advise him to reconsider his attitude, and that the Syndicate's proposals are, at present, unacceptable 96
104. Foreign Office ... 10th February	Accepts the views expressed in No. 102 97
105. Lieut.-Colonel H. V. Biscoe (Political Resident) (Confidential) ... ... 26th May (Rec. 24th June)	Transmits copy of a semi-official letter from the Political Agent, Kuwait, dealing with the activities of Major Holmes 97
106. Acting Political Resident (Confidential No. 14)... 7th July (Rec. 22nd July)	Transmits copy of correspondence between the Officiating Political Agent, Kuwait, and the Shaikh, from which it appears that the onus of insisting on the British control clause now rests with His Majesty's Government 104
107. Eastern and General Syndicate, Ltd. ... 4th August	Transmits copy of a letter from the Shaikh and asks that His Majesty's Government may now waive its objection to the British control clause 106
108. Anglo-Persian Oil Co., Ltd. 25th August	Proposes to send a party of geologists to examine the surface geology of Kuwait and inquires whether there is any objection 107
109. To Eastern and General Syndicate, Ltd. ... 29th August	In reply to No. 107, states that reference is being made to the authorities in the Persian Gulf 107
110. To Petroleum Department 4th September	Transmits, for concurrence, copy of a letter which it is proposed to send to the Anglo-Persian Oil Co. ... 107
111. Petroleum Department 10th September	Submits considerations which favour the grant of every facility to the Anglo-Persian Oil Co. in its survey of Kuwait, and suggests that only a nominal fee be charged them 108
112. To Acting Political Resident (Confidential) 14th September	In reply to No. 106, transmits copy of No. 107, and asks to be informed of the Shaikh's real attitude ... 108

Serial No., From or to Whom, Despatch No., &c., and Date.	Subject and Page No.
1931	
113. To Anglo-Persian Oil Co., Ltd. ... ... 23rd September	Presumes the company will approach the Shaikh through the Political Agent, Kuwait, for permission to send out a geological party. States that the question of payment is one to be settled direct with the Shaikh and that His Majesty's Government can give no undertaking on that point 109
114. To Acting Political Resident (Confidential) 23rd September	Transmits copies of Nos. 108, 110, 111, and 113, and states that the question of payment by the Anglo-Persian Oil Co. for the privilege of prospecting is one for decision locally in consultation with the Shaikh... 109
115. Mr. J. E. W. Flood (Colonial Office) to Mr. E. W. Janson ... ... 13th October	States that the Anglo-Persian Oil Co. are sending out a party of geologists to Kuwait 110
116. Mr. E. W. Janson to Mr. J. E. W. Flood (Colonial Office) ... ... 20th October	Acknowledges No. 115 110
117. Mr. J. E. W. Flood (Colonial Office) to Major T. C. W. Fowle (Acting Political Resident, Persian Gulf) (Confidential) ... 2nd November	States that the Syndicate have been informed of the visit of the Anglo-Persian Oil Company party to Kuwait ... 110
118. Political Resident (Confidential No. 18) 29th October (Rec. 19th November)	States that the Shaikh welcomes the entry of the Anglo-Persian Oil Company, and that the Company have been informed that they may proceed with their exploration and that no fee will be required 111
119. Political Resident (Confidential No. 19) 3rd November (Rec. 19th November)	Reports interview with the Shaikh in which his opposition to foreign interests was reiterated. Is now confident that the Shaikh will insist on the British nature of any concessionary company. Conveys the Shaikh's request for some assistance in relieving the blockade maintained by Bin Saud 111
120. Foreign Office ... 12th December	Reports on an interview between the Secretary of State and the United States Chargé d'Affaires in which the latter asked that a communication be addressed to the Syndicate which would dispel the impression that American concerns would not be allowed in Kuwait on equal terms with British 113
121. Foreign Office ... 30th December	Transmits copy of a memorandum prepared by the Syndicate, which was communicated to the Foreign Office by the United States Ambassador 114

PERSIAN GULF.

Concessions in Bahrein, Kuwait, &c.

CORRESPONDENCE 1926 to 1931.

BAHREIN.

C. 7171/26.

No. 1.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 29th March, 1926.)

(Confidential.)
(No. 6 of 1926.)

British Residency and Consulate-General,
Bushire, 8th March, 1926.

SIR,

I HAVE the honour to refer to your despatch dated the 12th January, 1926,* and to forward one copy in Arabic and English of the oil concession signed by the Shaikh of Bahrein in favour of the Eastern and General Syndicate of the 2nd December, 1925. The second copy enclosed is in English only.

I have, &c.,
F. A. PRIDEAUX,
Lieut.-Col.,
Political Resident in the Persian Gulf.

Enclosure in No. 1.

AGREEMENT between SHAIKH HAMAD BIN SHAIKH ISSA AL KHALIFAH, Shaikh of Bahrein of the one part, hereinafter called "the Shaikh," and the Eastern and General Syndicate Limited of the other part, hereinafter called "the Company."

Article I.

The Shaikh grants to the Company by these presents an exclusive exploration licence for a period not exceeding two years, except as provided for in Article II, from the date of this Agreement whereby the Company shall be entitled throughout the whole of the territories under his control to explore and search the surface of such territories to a depth not exceeding 20 feet for natural gas, petroleum, asphalt, and ozokerite, and to enjoy the privileges set out in the first schedule to this Agreement; and he undertakes on behalf of himself and his successors to grant to the Company the further exclusive licences and privileges set forth below.

Article II.

The exploration licence referred to in the preceding Article may be extended for a further period of two years on the Company's showing to the satisfaction of the Shaikh, acting on the advice of the Political Resident in the Persian Gulf, that such extension is justified.

Article III.

The Shaikh hereby undertakes on behalf of himself and his successors, to grant to the Company, on application, either after the expiry of or during the course of the period of two years mentioned in Article I or any extension or renewal thereof as provided for in Article II, a prospecting licence for a further maximum period of two years, over areas to be selected by the Company with the approval of the Shaikh and with the cognizance of the Political Resident in the Persian Gulf. Under the terms of this licence the Company shall enjoy the privileges set out in the second schedule to this Agreement.

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* C. 343/26: not printed.

Article IV.

The prospecting licence referred to in the preceding Article may be extended for a further period of two years on the Company's showing to the satisfaction of the Shaikh acting on the advice of the Political Resident in the Persian Gulf, that such extension is justified, provided that no extension shall be granted unless the Company have already erected suitable drilling plant and carried on drilling operations continuously for at least three months in the original period.

Article V.

The Shaikh hereby undertakes on behalf of himself and his successors to grant to the Company on the expiration of the prospecting licence or earlier if application therefor is made by the Company, a mining lease over an aggregate area not exceeding 100,000 acres divided into not more than three blocks which shall be selected by the Company on the terms and in the form of the lease attached as the third schedule to this Agreement.

Article VI.

Within 60 day from the signature of this Agreement the Company, in consideration of the assistance and protection to be afforded to their employees, shall pay to the Shaikh the sum of Rupees 10,000 and a further sum of Rupees 10,000 on each anniversary of the grant of the exploration licence throughout the currency of that licence, and on the grant of a prospecting licence under Article III the Company shall pay to the Shaikh a further sum of Rupees 10,000 and in addition a further sum of like amount on each anniversary of the grant of a prospecting licence throughout the currency of that licence. They shall not be liable to pay any further sums to the Shaikh unless they receive a mining lease from him; but if they receive such mining lease they shall pay him the sums provided in the lease, but no more.

Article VII.

In the event of the Company failing to discover oil in sufficient quantity they shall have the right to stop work at their option and the Shaikh shall have no claim to any payment or compensation.

Similarly, in the event of the Company failing to conform to the terms of this Agreement, the Shaikh acting on the advice of the Political Resident, has the right to terminate the Agreement provided that in default of Agreement on this question either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article IX below.

Article VIII.

The Shaikh solemnly declares that he will carry out all the conditions on this contract willingly and faithfully, and that he and his heirs and successors shall be its guarantors and shall accept full responsibility for any claims by any persons questioning the validity of any stipulation on this account.

This contract cannot be cancelled except as provided above and shall remain in force for the period of the Company's concession, or any extension or renewal thereof.

Article IX.

In the event of there arising between the parties to the present concession any dispute or difference in respect of its interpretation, or the rights or responsibilities of one or the other of the parties therefrom resulting, such dispute or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an umpire who shall be appointed by the arbitrators before they proceed to arbitrate.

The decision of the arbitrators, or in the event of the latter disagreeing that of the umpire, shall be final.

Article X.

In the event of any disagreement regarding the meaning or interpretation of any clause in this Agreement or its schedules, the English version shall be regarded as correct.

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FIRST SCHEDULE.

Privileges to be enjoyed by the Company under the exploration licence.

I. Free access for their agents and servants necessarily employed by the latter to all parts of the territory under the control of the Shaikh whether private or public property, saving only sacred buildings, shrines, and grave-yards.

II. Free use of water for the same.

III. Free use of fuel lying on land the property of the Shaikh for the same.

IV. The right to purchase fuel and food supplies for every kind for man and beast, being the private property of the Shaikh's subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Shaikh or his agents, subject to the right of the Company to appeal to the British Political Agent at Bahrein if they find it necessary.

V. Free importation of all material, apparatus, and machinery of every kind necessary for the work carried out by the Company, including office requirements, but not including personal requirements of employees.

VI All protection in the Shaikh's power from theft, highway robbery, assault, wilful damage, and destruction, but all guards required by the Company shall be paid for by the Company.

VII. An extension of the period of the licence if the Company are prevented by causes beyond their control from carrying out the work of exploration, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.

SECOND SCHEDULE.

Privileges to be enjoyed by the Company under the prospecting licence.

I. Free access for their agents and servants necessarily employed by the latter, to all parts of the territory under the control of the Shaikh whether private or public property, saving only sacred buildings, shrines, and grave-yards.

II. The right to carry out in any part of the said territory such works as may be necessary for the purpose of prospecting. If this work is carried out on uncultivated land the Company shall not be bound to make any payment to the owner of the land, but shall restore the land as far as possible to its previous state unless it is covered by a mining lease subsequently granted. If it is carried out on cultivated land the Company shall pay a rent for the land occupied.

All borings abandoned by the Company which have produced water in valuable quantity shall be left intact with the casing in position, and shall be sealed with a suitable valve.

III. Free use of water for their agents and servants.

IV. Free use of fuel lying on land the property of the Shaikh for the same.

V. The right to purchase fuel and food supplies of every kind for man and beast, being the private property of the Shaikh's subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Shaikh or his agents, subject to the right of the Company to appeal to the British Political Agent at Bahrein if they find it necessary.

VI. Free importation of all material, apparatus, and machinery, of every kind necessary for the work carried out by the Company including office requirements, but not including the personal requirements of employees.

VII. All protection in the Shaikh's power from theft, highway robbery, assault, wilful damage, and destruction, but all guards required by the Company shall be paid for by the Company.

VIII. An extension of the period of the licence if the Company are prevented by causes beyond their control from carrying out the work of prospecting, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.

IX. The right to win up to 100 tons of oil free of payment and further quantities of oil on payment of the royalty per ton provided in the mining lease, but on condition that the Company shall apply for a mining lease in respect of each area in which work is proceeding as soon as more than 100 tons of oil are won from one single bore hole within it.

X. The licensees shall take all practical measures to prevent an injurious access of water to any oil-bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.

THIRD SCHEDULE.

Mining Lease.

Article I.

The Shaikh hereby grants to the Company on behalf of himself and his successors the exclusive right for a period of fifty-five years to prospect and drill for, extract, treat, refine, manufacture, transport and deal with petroleum products, naphtha, natural greases, tar, asphalt, ozokerite, and other bituminous materials, within the area or areas described in words in the first schedule to this lease and delineated on the map attached as the second schedule thereto. Such right, however, shall not include the exclusive right to sell such products within the leased area. He also grants the Company the exclusive right to construct and operate refineries and storage tanks within this area and also the right, but not the exclusive right to construct, erect, and operate pipe-lines, refineries and storage tanks, railways, wharves and jetties, tramways, roads, buildings, machinery, and telegraph apparatus of all kinds in any part of the territory under the control of the Shaikh so far as may be necessary for the purpose of their business.

The Company shall have the right to prospect for, collect and use free anywhere within the leased area, but not to export or sell stone, gypsum, salt, sulphur, clay. wood, and water, whether from rivers or springs, for the purpose of their work

The selection of routes and sites for such works and the course of the pipe-line shall rest with the Company.

Article II.

The Shaikh grants gratuitously to the Company all uncultivated land belonging to him which may be needed by the Company for their operations.

In the lands so granted the Company shall for the period of their Agreement enjoy full proprietary rights.

The Shaikh also recognises that the Company has the right to acquire all and any other lands and buildings necessary for the said purpose with the consent of the proprietors on such conditions as may be arranged between the Company and the said proprietors without their being allowed to make demands of a nature to surcharge the prices ordinarily current for lands and buildings situated in their respective localities.

At the expiry of the Agreement the ground and all immovable property left by the Company shall be handed back to the Shaikh.

It is, however, understood that within the leased area the Company shall be entitled to acquire only such land as is necessary for their pipe-lines, refineries, offices, and other works and that save in so far as it is necessary in order to enable their pipe-lines and railways to pass freely to their destination they shall not occupy any land outside the leased area which might otherwise be leased for the production of oil to a third party, unless they can satisfy the Shaikh that no other land suitable for their purpose is available.

Article III.

In consideration of the grant of this lease, the Company undertake to pay to the Shaikh within 60 days after its grant, the sum of Rupees 10,000 (Ten thousand rupees) and the further sum of Rupees 10,000 (Ten thousand rupees) on each anniversary of the grant, subject to the " delay " exception mentioned in Article V, for five years, or until, in accordance with Article IX, the Company shall have declared that oil has been found in commercially exploitable quantities.

Article IV.

All lands granted by this Agreement to the Company or that may be acquired by the Company in the manner provided for in Article II of this lease as also all products exported shall be free of all imposts and taxes during the tenure of the present Concession.

All material and apparatus of every kind necessary for the exploration, working and development of the deposit and for the construction and development of the pipe-lines, including also all the works specified in the first paragraph of Article I hereof and office requirements but not including the personal requirements of employees shall enter the said territories free of all taxes and Custom House duties.

This privilege shall continue in force until two years after the date upon which the Company shall have declared that oil has been found in commercially exploitable quantities, or for a term of 10 years, whichever is the longer.

Article V.

The Shaikh undertakes to give all the protection in his power to the Company and to their staff and labourers in any part of his territory from thefts, highway robbery, assault, &c. Similarly the Shaikh undertakes to protect all the property of the Company and of its employees which may be exposed to wilful damage or to possible loss by theft.

If the Company's work is delayed by such events as are mentioned in this Article then the period of such delay shall be added to the period for which this lease is granted, and either (*a*) to the period before the expiration which the Company shall give the declaration mentioned in Articles IX and X, if the delay occurs prior to such declaration in which event the annual payment of Rupees 10,000 shall be remitted for the period of the delay or (*b*) to the period for which the royalty mentioned in Article VIII shall hold good, if the delay occurs subsequently to the declaration mentioned in Articles IX and X in which event the fixed rent of Rupees 30,000 shall not be payable in respect of such delay, or (*c*) to the period for which the revised rate of royalty, if any, or the original royalty shall hold good, if the delay occurs after the time at which a revision is permitted by Article VIII, in which event also the fixed rent of Rupees 30,000 shall not be payable in respect of such delay.

Article VI.

For the above purposes it is agreed that the Company in communication with the Shaikh shall appoint permanent trustworthy guards under a reliable man of good family whose pay, and that of the guards, shall be provided by the Company and who shall remain there summer and winter.

If in spite of the efforts of the said guards thefts should occur, the Shaikh undertakes to recover the property stolen and to compensate the Company for any damage sustained in his territory. In the event of non-recovery of the stolen property, the value thereof shall be deducted by the Company from any sums due to the Shaikh by the Company.

The number of guards at any place where the Company may operate shall be fixed by the Company.

It shall be the duty of the above-mentioned head of the guard to keep order in the areas in his charge to such extent as the Company may order him, he shall have no right to interfere in any disputes among the Company's servants unless asked by the Company to do so.

Article VII.

In case of misconduct the said guards are subject to dismissal or fine by the Company. In the event of any heavier punishment being needed, the offender shall be handed over to the representative of the Shaikh, and the Shaikh undertakes that punishment shall be inflicted and to use his utmost endeavours to uphold the authority of the Company's employees, thereby avoiding unnecessary troubles to both parties of this contract.

Article VIII.

Should the Company succeed in finding oil in commercially exploitable quantities, they agree to pay half-yearly to the Shaikh in place of the annual payment of Rupees 10,000 provided for in Article III, a royalty of Rupees 3-8-0 (three rupees and eight annas) per ton of net crude oil got and saved, *i.e.*, after deducting water and foreign substances and oil required for the customary operations of the Company's installations in the Shaikh's territories.

This rate of royalty to be subject to revision by mutual agreement at the end of 10 years payment and in default of agreement either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article XIV below.

Article IX.

Subject to the "delay " exception mentioned in Article V of this lease the Company hereby undertakes that the amount received by the Shaikh in respect of royalties shall not be less than Rupees 30,000 in any completed calendar year in which the

Company continues work, beginning with the year after the date on which the Company shall have declared that oil has been found in commercially exploitable quantities. In the event of the Shaikh acting under the advice of the Political Resident in the Persian Gulf disputing the Company's decision as to the commercial exploitation the Company hereby undertakes its readiness to submit the matter to arbitration as provided in Article XIV.

Article X.

The Company shall carry on work within the leased area with all proper zeal and diligence and shall maintain at least two rigs in continuous operation, except in so far as they may be prevented by causes beyond their control. In the event of the Company failing within five years of the commencement of this lease to declare that oil has been found in commercially exploitable quantities the Shaikh shall have the power to call upon the Company either to give forthwith the declaration mentioned in the present Article or to abandon the lease.

Article XI.

In the event of the Company failing within six months of the end of any calendar year to pay to the Shaikh the royalties due in respect of that calendar year or failing, save for causes beyond their control, to carry out their obligations under this lease, the Shaikh shall have the power to terminate the leases in which case the provisions of the last sentence but one of Article II shall apply.

Article XII.

The lessees shall take all practical measures to prevent an injurious access of water to any oil bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.

Article XIII.

The rights conveyed by this lease shall not be conveyed to a third party without the consent of the Shaikh acting under the advice of the Resident in the Persian Gulf. Such consent shall not be unreasonably withheld.

Article XIV.

In the event of there arising between the parties to the present lease any dispute or difference in respect of its interpretation or the rights or responsibilities of one or the other of the parties therefrom resulting, such dispute or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an umpire who shall be appointed by the Arbitrators before they proceed to arbitrate. The decision of the arbitrators or in the event of the latter disagreeing that of the umpire shall be final.

C. 59115/28 [No. 1].

No. 2.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 30th April, 1928.)

[*Answered by No.* 3.]

(Confidential.)
(No. 13.)

British Residency and Consulate-General,
Bushire, 2nd April, 1928.

SIR,

IN continuation of my despatch No. 6 dated the 8th March, 1926,* I have the honour to forward herewith a copy of a supplementary agreement concluded between the Shaikh of Bahrein and Major Frank Holmes, representative of the Eastern and General Syndicate Limited, granting to the latter an extension by one year of the period of the exploration licence held by the Syndicate with regard to oil.

2. In view of the fact that the Shaikh of Bahrein is precluded by his undertaking of 14th May, 1914, from granting oil concessions for his territory without the prior

* No. 1.

approval of His Majesty's Government it would appear desirable to advise the Shaikh that all future agreements of this nature should contain a clause to the effect that no alienation of rights thereunder can be made except with the sanction of the Shaikh and the approval of His Majesty's Government.

The original agreement between the Shaikh and the Syndicate contains no such clause and there is nothing to prevent the rights under it from being transferred to an American or other foreign concessionary.

I have, &c.,
L. HAWORTH,
Lieut.-Col.,
Political Resident in the Persian Gulf.

Enclosure in No. 2.

SUPPLEMENTARY AGREEMENT BETWEEN HIS EXCELLENCY SHAIKH HAMAD BIN SHAIKH ISA AL KHALIFA, AND THE EASTERN AND GENERAL SYNDICATE LIMITED

THE Eastern and General Syndicate Limited having shown to the satisfaction of His Excellency Shaikh Hamad bin Shaikh Isa Al Khalifa acting on the advice of the Honourable the Political Resident in the Persian Gulf, that an extension by one year of the period of Exploration Licence is justified, Shaikh Hamad hereby agrees to extend its period by one year up to and including the 2nd day of December, 1928, and the Company agrees to accept this extension on the same conditions as the original agreement dated 2nd December, 1925.

In witness whereof they have duly set their signature or seal.

FRANK HOLMES.
[Second signature illegible.]

Before me
[Signature illegible.]

2nd December, 1927.

C. 59115/28 [No. 2].

No. 3.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Confidential A.)

SIR,

Downing Street, 19th June, 1928.

I HAVE the honour to refer to your Confidential despatch No. 13 of the 2nd April,* enclosing a copy of a supplementary agreement between the Shaikh of Bahrein and Major Frank Holmes, granting to the Eastern and General Syndicate, Limited, an extension by one year of the period of the Exploration Licence held by the Syndicate with regard to oil.

2. I assume that by the expression "future agreements" in the second paragraph of your despatch you refer to agreements relating to any subsequent extension of the period of the Exploration Licence held by the Syndicate. I agree generally with your proposal that future agreements of this nature should contain a clause to the effect that no alienation of rights thereunder can be made except with the sanction of the Shaikh and the approval of His Majesty's Government, but it may be difficult to compel the Shaikh to insist on such an amendment, since it would be tantamount to an amendment of one of the instruments comprising the concession. It is true that the Shaikh is debarred by his undertakings to His Majesty's Government from granting any concession except to a person or persons approved by His Majesty's Government, but His Majesty's Government have in fact already approved the grant of a concession to the Eastern and General Syndicate, and have approved the terms of that concession. Possibly, however, no difficulty on the part of the Shaikh need be anticipated.

3. The following draft clause has been drawn up to insure that an enterprise of this character shall remain in British hands:—

"The Company shall at all times be and remain a British Company registered in Great Britain or a British Colony, and having its principal place of business within His Majesty's dominions, the Chairman and Managing Director (if any), and a majority

* No. 2.

of the other Directors of which shall at all times be British subjects, and neither the Company nor the premises, liberties, powers, and privileges, hereby granted and demised, nor any land occupied for any of the purchases [? purposes] of this lease, shall at any time be, or become directly or indirectly, controlled or managed by a foreigner or foreigners or any foreign corporation or corporations, and the local General Manager of the Company, and as large a percentage of the local staff employed by them as circumstances may permit, shall at all times be British subjects or subjects of the Sultan.

" In this clause the expression " foreigner " means any person who is neither a British subject nor a subject of the Sultan, and the expression " foreign corporation " means any corporation other than a corporation established under and subject to the laws of some part of His Majesty's dominions and having its principal place of business in those dominions."

I suggest that the Shaikh should be advised to endeavour to secure in any future agreement the insertion of a clause in these terms, and failing the acceptance by the Syndicate of such a proposal, to insist upon the insertion of a clause in the terms of Article XIII of the Mining Lease included in the concession.

I have, &c.,
L. S. AMERY.

C. 59115/28 [No. 11].

No. 4.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

[*Answered by No.* 6.]

SIR, 19, St. Swithin's Lane, London, E.C.4, 22nd October, 1928.

Bahrein Islands.

IN reference to the oil concession over the Bahrein Islands which this Syndicate, with your approval, negotiated and concluded with the Shaikh of Bahrein, my Directors are anxious for the reasons given below to obtain a renewal of the existing Exploration Licence over the whole territory of the Islands for a period of one year from the 2nd December, 1928, and I am instructed to apply hereby for such renewal.

The three geologists who were sent during last winter to make a topographical and geological examination of the main Island of the Bahrein group have now submitted their report with maps and much detailed geological information. It is, however, very desirable that the deductions drawn from the geological data supplied be supplemented by other geologists and that my Directors may have the benefit of their opinion also before proceeding to mark out the boundaries of the three blocks which in total will enclose the concession area of 100,000 acres permitted under the terms of the Concession Agreement.

My Directors would much appreciate the favour of your early reply.

I am, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary

C. 59115/28 [No. 14].

No. 5.

COLONIAL OFFICE to BOARD OF TRADE.

SIR, Downing Street, 8th November, 1928.

I AM directed by Mr. Secretary Amery to refer to Colonial Office letter of the 10th of September last,* and to previous correspondence regarding the concession granted by the Shaikh of Bahrein to the Eastern and General Syndicate Limited and to transmit herewith, for the information of the Board of Trade, a copy of a letter† which has been received from the Syndicate regarding their desire to obtain the renewal for a further period of one year from the 2nd of December next, of their existing Exploration Licence.

* C. 59115/28 [No. 10] : not printed. † No. 4.

2. In this connection I am to state that Major Holmes and Mr. Janson, one of the Directors of the Eastern and General Syndicate, called at the Colonial Office on the 17th of October, in regard to the extension for which they have applied and explained that the first Geologist whom the Syndicate had sent out to Bahrein had reported unfavourably as to the prospects of winning oil in commercially payable quantities. Since then four other Geologists had been sent out and their reports, although conflicting, were, for the most part, very favourable. The Syndicate now wished to send out again the original Geologist in order to give him an opportunity of reconsidering his unfavourable report. They were satisfied that in view of the geological information now available he would, if sent out again, report favourably.

3. The representatives of the Syndicate also stated that they were at present negotiating with American and Canadian interests with a view to finding sufficient capital to finance prospecting operations in Bahrein (if the final geological reports proved favourable) and ultimate commercial development In this they were hampered by an agreement concluded between the various interests participating in the Turkish Petroleum which debarred any one constituent group from taking up a concession within an area so defined so as to include Bahrein, Hasa, &c., without previously offering that concession to the Turkish Petroleum Company as a whole. The American group with whom the Syndicate were negotiating in regard to participation in Bahrein was a member of the Turkish Petroleum Company and consequently could not act independently of that Company. It was therefore possible that the latter Company might in fact acquire an interest in the Bahrein concession. On being asked whether it was anticipated, if the present negotiations with the American group were successful, the preponderance of capital would be American, Mr. Janson said that such would be the case. His own Syndicate had already expended some £60,000 on exploratory work in Bahrein and could not themselves find the money to finance prospecting and development. They had tried to obtain English capital for the purpose but without success and they had now to look to America. Mr. Janson admitted that, if the capital were preponderantly American, the real control would also pass into American hands, but that the Eastern and General Syndicate would presumably be kept alive in some form as the nominal concessionaries. He did not conceal the fact, however, that the British Company would be the merest facade behind which the American group would pull the strings, and that the concession would probably pass either into the virtual control of the Turkish Petroleum Company or into that of an American group of that Company. Mr. Janson was reminded that under the terms of the mining lease the concession could not be conveyed to a third party without the consent of the Shaikh, acting under the advice of the Resident in the Persian Gulf, and that His Majesty's Government had been assured when the grant of the concession to the Syndicate was first being discussed that control would be and would remain entirely British. Mr. Janson did not deny this, but he said that in practice, and in view of the earlier unfavourable geological reports, it had proved wholly impossible to raise the necessary capital in this country. Mr. Janson added that before his negotiations with the American group went further he would communicate his financial proposals to His Majesty's Government officially and invite their concurrence.

4. This latter communication has not yet been received from the Syndicate presumably because they are still hopeful of obtaining British capital. Mr. Amery proposes, however, subject to the concurrence of the Board of Trade, to inform the Syndicate that if they are prepared to give an undertaking similar in form to the draft clause referred to in Colonial Office letter of to-day's date,* on the subject of an oil concession in Kuwait, that the Company shall at all times be and remain a British Company and to embody that undertaking in any agreement which they may conclude with the Shaikh of Bahrein for the renewal of their Exploration Licence, His Majesty's Government will be prepared to recommend the Shaikh to grant the renewal for the further year which the Syndicate desire.

5. As the existing Exploration Licence will expire on the 2nd of December next, Mr. Amery would be glad to be informed as soon as possible whether the Board of Trade concur in the course of action proposed.

6. A similar letter is being addressed to the India Office and a copy of the correspondence is being forwarded to the Foreign Office

I am, &c.,
O. G. R. WILLIAMS

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* *See* enclosure in No. 6.

C. 59115/28 [No. 19].

No. 6.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

[*Answered by No.* 7.]

SIR, Downing Street, 23rd November, 1928.

I AM directed by Mr. Secretary Amery to refer to your letter of the 22nd of October,* regarding the desire of the Eastern and General Syndicate Limited to obtain the renewal for a period of one year from the 2nd of December, 1928, of the Exploration Licence granted to them by the Shaikh of Bahrein, and to request you to inform the Directors of the Syndicate that, if they are prepared to give an undertaking in the terms of the draft clause appended to this letter, and to embody that undertaking in any agreement which they may conclude with the Shaikh of Bahrein for the renewal of the Exploration Licence, His Majesty's Government will be prepared to recommend the Shaikh to grant to the Syndicate the renewal which they desire.

2. I am to request that Mr. Amery may be informed whether the Directors of the Syndicate are prepared to give such an undertaking and to agree to its being incorporated in an agreement with the Shaikh of Bahrein.

I am, &c.,
O. G. R. WILLIAMS.

Enclosure in No. 6.

DRAFT CLAUSE.

THE Syndicate shall at all times be and remain a British Company, registered in Great Britain or a British Colony, and having its principal place of business within His Majesty's dominions, the Chairman and Managing Director (if any) and a majority of the other Directors of which shall at all times be British subjects. Neither the Syndicate nor the premises, liberties, powers, and privileges, granted and demised by the Shaikh of Bahrein, nor any land occupied for any of the purposes of the Exploration Licence, or of any Prospecting Licence, or Mining Lease, which may subsequently be granted to the Syndicate by the said Shaikh, shall at any time be or become directly or indirectly controlled or managed by a foreigner or foreigners or by any foreign corporation or corporations. The local General Manager of the Syndicate, and as large a percentage of the local staff employed by them as circumstances may permit, shall at all times be British subjects or subjects of the Shaikh of Bahrein.

The expression "foreigner" means any person who is neither a British subject nor a subject of the Shaikh of Bahrein, and the expression "foreign corporation" means any corporation other than a corporation established under and subject to the laws of some part of His Majesty's dominions and having its principal place of business in those dominions.

C. 59115/28 [No. 25].

No. 7.

EASTERN AND GENERAL SYNDICATE, LIMITED, to COLONIAL OFFICE.

SIR, 19, St. Swithin's Lane, London, E.C.4, 19th December, 1928.

WE duly received your letter of the 23rd ultimo,† in reference to our application for permission to negotiate a renewal of the Exploration Licence granted by the Shaikh of Bahrein.

In connection with the condition to be attached to the agreement granting the renewal of the Exploration Licence as mentioned in your letter, we wish to place before you the following facts:—

On the 2nd December, 1925, the Shaikh of Bahrein granted to this Syndicate an oil concession covering the rights to explore, prospect, and take up certain areas in

* No. 4. † No. 6.

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his territories. The terms of the agreement granting us this concession were first settled with you, and the concession was negotiated with your approval. At about the same time, you wrote to us that you had no objection to the negotiation by the Syndicate of an agreement on similar terms with the Shaikh of Koweit in respect of the territory ruled by him.

Prior to this date, the Syndicate had obtained an oil concession covering His Majesty Ibn Saud's territories known as Hasa and another concession covering the neutral zone territory held jointly by His Majesty Ibn Saud and the Shaikh of Koweit. The latter concession has, however, never been made operative.

At the time of the acquisition of the Hasa Concession, namely, in May, 1923, we commenced negotiations with the Anglo-Persian Oil Company, relating to the exploitation of the concession, and afterwards, with the Burmah Oil Company with the same object, but these negotiations, although lasting for a long time, during which large sums of money were expended by us in connection with the concessions, ultimately fell through. A similar result attended later negotiations with the Anglo-Persian Oil Company and other British groups, after the acquisition of the Bahrein Concession, which was included in such later negotiations.

This Syndicate has expended upon the concessions mentioned upwards of £50,000, and it has been able to secure the co-operation of other British groups with a view to the development of the concessions necessary in order to make such expenditure productive.

A conversation that took place between a geologist, who, after being employed at Bahrein left our service and went to America, led an American group to approach us in reference to our oil interests in Arabia, which resulted in our sending a representative to the States to interview the group, and, as the ultimate outcome, on the 30th November, 1927, two agreements were signed with the Eastern Gulf Oil Company, under which we granted to such Company the right to explore the territories we were interested in, with options to form companies under British or Canadian laws to acquire, and work, any territories taken up in the terms of the options. One of these agreements applies to the Bahrein Concession, and the other to all our other oil interests, known collectively as the Mainland Concessions. In the event of all the properties being so taken up, the total net cash to be received by this Syndicate would still be less than the amount expended, but the Syndicate would retain an interest in the form of a royalty upon the oil won.

We stipulated that the companies to be formed in the event of the exercise of the options should be British or Canadian, feeling that that stipulation would be necessary in the interests of the grantors of the concessions, and also one which would be agreeable to the views of the Colonial Office.

The Bahrein agreement, as submitted by you and concluded with the Shaikh of Bahrein, recites in Article XIII of the Third Schedule thereto relating to the issue of the Mining Lease that "the rights conveyed by the Lease shall not be conveyed to a third party without the consent of the Shaikh acting under the advice of the Resident in the Persian Gulf. Such consent shall not be unreasonably withheld." No stipulation as to the British character of the assignee is imposed.

We have been informed recently by the Gulf Oil Company that they have been in negotiation with the Turkish Petroleum Company with a view presumably to combining their interests, although details of the negotiations are not known to us. Apparently, difficulties have arisen in these negotiations, and, as a consequence, the Gulf Company asked us for an extension of their option on the Bahrein Concession which expires on the 1st January next, also for our consent to transfer their interests under the option agreements with us to the Standard Oil Company of California, in the event of the negotiations with the Turkish Petroleum Company falling through.

The new condition you seek to impose upon us prior to recommending the granting of a renewal of the Bahrein Exploration Licence is not acceptable to the Gulf Company, and, in view of the terms upon which our agreements with the Gulf Oil Company were concluded, is not one which we are in a position to impose, the only stipulation to which we have a right to adhere being that the country of registration of the ultimate company shall be British or Canadian. The Gulf Oil Company will naturally also object to an identical condition which we have just learned from our representative in Arabia, has been imposed in connection with the negotiation, now proceeding, of an agreement with the Shaikh of Koweit.

As the Turkish Petroleum Company is managed by the Anglo-Persian Oil Company, we venture to think that rather than that our oil interests should come under a control which the new condition referred to would prohibit, you would be inclined to use your influence with the Anglo-Persian Oil Company to the end that the Turkish

Petroleum Company should become interested with the Gulf Company in them, and, if we are right in this assumption, we trust that the matter can be satisfactorily concluded in that way.

We have endeavoured to put our position fully and clearly before you, and, in view of the near approach to the expiry of the option held by the Gulf Company upon the Bahrein Concession, we should be glad if you would kindly give the matter your earliest consideration, and let us have your views or recommendations that we could forward to the Gulf Company.

Failing being able to come to some satisfactory arrangement with the Gulf Company, with whom we entered into the agreements in good faith, and on the terms of the Bahrein Concession agreement as it existed at the time, it appears that the imposition of the new condition will be resisted by the Gulf Company and inevitably lead to a claim by them against this Syndicate, which could only result in its being placed in liquidation, with the loss of the whole of the capital invested in the Arabian oil propositions.

We are, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

C. 59115/28 [No. 27].

No. 8.

COLONIAL OFFICE to BOARD OF TRADE.

[*Answered by No.* 10.]

(Confidential.)

SIR, Downing Street, 12th January, 1929.

WITH reference to Colonial Office letter of the 26th of November last,* and to previous correspondence regarding the desire of the Eastern and General Syndicate, Limited, to obtain the renewal for a period of one year from the 2nd of December, 1928, of the Exploration Licence granted to them by the Shaikh of Bahrein, I am directed by Mr. Secretary Amery to transmit herewith, for the information of the Board of Trade, a copy of a letter which was received from the Syndicate in December last.† The points raised in that letter were discussed with representatives of the Syndicate on the 28th of December, and I am to enclose for the Board's information, a record of that discussion, together with copies of the two agreements‡ between the Syndicate and the Eastern Gulf Oil Company to which reference was made by the representatives of the Syndicate.

2. Mr. Amery would be glad to be furnished with any observations which the Board may have to make in regard to the Syndicate's letter of the 19th of December, or in regard to the two agreements referred to above, and with any information which the Board may possess in regard to the Eastern Gulf Oil Company or in regard to the negotiations which are reported to have taken place between that Company and the Turkish Petroleum Company.

3. Mr. Amery would also be glad to be informed whether, in the opinion of the Board, it would be undesirable on general grounds to allow American interests, as represented by the Eastern Gulf Oil Company, to obtain a footing in Bahrein. If such is the view of the Board Mr. Amery would be glad to learn whether they consider that it would be preferable to attempt to induce the Turkish Petroleum Company to interest themselves in Bahrein, if, as seems to be the case, purely British capital cannot be attracted to the undertaking.

4. Copies of this letter are being forwarded to the Foreign Office and India Office.

I am, &c.,
O. G. R. WILLIAMS.

Enclosure in No. 8.

MEMORANDUM.

MR H. T. ADAMS, Secretary of the Eastern and General Syndicate, Limited, and Mr. G. S. Pott (of Messrs. Holmes, Son and Pott), Solicitor to the Syndicate,

* C. 59115/28 [No. 22]: not printed. † No. 7. ‡ Not reprinted.

called on Friday, the 28th of December, by appointment, to see Mr. Williams and Mr. Bushe. Mr. Hall and Mr. Bigg were present during the interview.

After it had been agreed that the discussion should be "without prejudice," Mr. Bushe explained to the representatives of the Syndicate that the object of the meeting was to enable the Colonial Office representatives to ascertain more precisely what was the Syndicate's position in relation to the Eastern Gulf Oil Company and exactly what options the Syndicate had granted to that Company in respect of the Concession granted to the Syndicate by the Shaikh of Bahrein, as it appeared possible from the Syndicate's letter of the 19th of December that the Syndicate had granted to the Eastern Gulf Oil Company rights which the Syndicate were not free to dispose of except with the consent of the Shaikh of Bahrein. Mr. Bushe added that the Colonial Office were not desirous of forcing the Syndicate into liquidation but were anxious to ascertain whether, having regard to the Syndicate's present commitments, anything could be done to assist them to avoid such a consequence. Prima facie it appeared that the grant of the extension of their Exploration Licence, for which the Syndicate had asked, would not operate to their advantage, if, as seemed probable, when the Syndicate entered upon their mining lease permission for the assignment of their rights thereunder to the Gulf Company was not forthcoming. It might, therefore, be more in the interests of the Syndicate for the extension to be refused.

As regards the rights of the Syndicate under their agreement with the Shaikh of Bahrein, he understood the position to be as follows. The Exploration Licence had already expired (on the 2nd December) and had not so far been renewed. Consequently, if no retrospective renewal were granted and if no prospecting licence had been applied for upon the expiry of the Exploration Licence, the agreement would automatically cease and determine.

The representatives of the Syndicate explained that Major Holmes had been instructed to apply for a prospecting licence, but they had not learnt whether his application had been successful. They agreed that if no prospecting licence had been secured the agreement could be held to have lapsed.

Mr. Adams handed to Mr. Bushe copies of two agreements concluded between the Syndicate and the Eastern Gulf Oil Company in respect of the Syndicate's concession in Bahrein and in respect of certain concessionary rights which the Syndicate possessed or hoped to acquire in Kuwait, Hasa, and the neutral zone between Kuwait and Nejd.

Mr. Pott explained that the agreement relating to Bahrein purported to grant to the Eastern Gulf Oil Company the exclusive option, until the 1st of January, 1929, to acquire all the rights possessed by the Syndicate in virtue of the concession granted to them by the Shaikh of Bahrein, and contained undertakings by the Syndicate, not only to secure the assent of the Shaikh of Bahrein to the extension until the 2nd of December, 1929, of the Exploration Licence granted to the Syndicate by the Shaikh, but also, in due course, to obtain the formal and written consent of the Shaikh to the transfer to a nominee of the Eastern Gulf Oil Company of all the rights possessed by the Syndicate under the concession granted to them by the Shaikh. Mr. Pott admitted that, in failing to qualify the option granted to the Eastern Gulf Oil Company by making it subject to the Syndicate being able to fulfil the undertakings referred to above, the Syndicate had acted *ultra vires*.

Mr. Bushe and Mr. Hall explained that it could not be assumed either that His Majesty's Government would be prepared to instruct the Political Resident in the Persian Gulf to advise the Shaikh to agree to the transfer of the Syndicate's rights under the mining lease to the nominee of the Eastern Gulf Oil Company, or, even if His Majesty's Government were prepared so to instruct the Political Resident, that the Shaikh would be prepared to accept the advice of His Majesty's Government in the matter and to agree to the proposed transfer of the Syndicate's rights under the mining lease.

Mr. Bushe inquired what would be the Syndicate's position *vis-à-vis* the Eastern Gulf Oil Company in the event of the Syndicate failing to secure an extension of their Exploration Licence, which had in fact expired on the 2nd of December, 1928.

Mr. Pott stated that, in that event, in his view, the Syndicate would have no rights under their concession upon which the Eastern Gulf Oil Company would be able to exercise an option, and that so far as he was aware the Eastern Gulf Oil Company would, in those circumstances, have no further claim upon the Syndicate, but that in the event of the Syndicate securing the extension of their Exploration Licence upon the terms recently proposed by the Colonial Office, the terms upon which the extension had been obtained would preclude the Syndicate from transferring to the Eastern Gulf Oil Company, or to a nominee of that Company, any of the rights which

the Syndicate possessed under their concession. In such circumstances, the Eastern Gulf Oil Company would have a claim against the Syndicate in respect of the breach of their agreement, and it was this fact which had precluded the Syndicate from accepting an extension of their Exploration Licence on the terms proposed by the Colonial Office.

Mr. Bushe inquired what would be the position of the Syndicate *vis-à-vis* the Eastern Gulf Oil Company if the extension asked for were refused and the Syndicate in consequence relinquished their concession and subsequently applied to the Shaikh of Bahrein for a new concession.

Mr. Pott stated that if a new concession were granted to the Syndicate, whilst they were not bound in so many words to offer the Eastern Gulf Oil Company an option on such concession, they would, in his view, have no alternative but to inform that Company of the grant of the new concession and to inquire whether they desired to exercise an option over it. If, however, such new concession contained a " British control " clause of the nature proposed by the Colonial Office, that fact would preclude the Eastern Gulf Oil Company from reaping any advantage from the new concession. He did not consider, however, that, in those circumstances, the Eastern Gulf Oil Company would have any claim against the Syndicate.

In reply to Mr. Hall, Mr. Pott stated that so far as he was aware the Eastern Gulf Oil Company were not connected in any way with the Turkish Petroleum Company or with the Standard Oil Company which was a shareholder in the Turkish Petroleum Company.

Mr. Adams stated that the Eastern and General Syndicate had already attempted without success to secure the support of British financiers and of other British Oil Companies to enable them to exploit their concession in Bahrein, and that it was only after they had failed to secure financial assistance from British sources that they had been compelled to negotiate with American interests in the matter. He added that, in his view, no useful purpose would be served by further attempts to secure financial support for the Syndicate from British sources.

Mr. Bushe stated that, in all the circumstances, it appeared preferable that the Colonial Office should not at present reply to the Syndicate's letter of the 19th of December, 1928, and that it would be well to wait to see whether the Eastern Gulf Oil Company did in fact exercise the option granted to them by the Syndicate which was due to expire on the 1st of January, 1929. Meanwhile the Syndicate would perhaps give further consideration to the question of their position *vis-à-vis* the Eastern Gulf Oil Company and consider whether, in fact, they desired to press their application for an extension of their Exploration Licence, in which case some time must necessarily elapse before a decision could be reached in the matter as His Majesty's Government would desire to make some inquiries as to the status, &c., of the Eastern Gulf Oil Company, or whether the Syndicate would prefer to abandon their rights under their concession and possibly in due course to apply for the grant of a new concession.

The representatives of the Syndicate agreed with this view and the meeting then terminated.

C. 69035/29 [No. 7].

No. 9.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 11th February, 1929.)

(Confidential.)
(No. 3 of 1929.)

British Residency and Consulate-General,
Bushire, 21st January, 1929.

SIR,

WITH reference to my letter No. 42, dated 24th December, 1928,* I have the honour to report that Major Holmes has now notified the Political Agent, Bahrein, that in the event of the refusal of the Colonial Office to recommend a further extension of the Exploration Licence granted to the Eastern and General Syndicate, Limited, the sum of Rupees 10,000/- paid by the Syndicate to the Bahrein State on 2nd December, 1928, should be utilised in payment for a prospecting licence to run from that date.

* C. 69035/29 [No. 1] : not printed.

Under Article III of the Agreement of 1925 the Syndicate are entitled to the grant of a prospecting licence for a maximum period of two years. The payment is under Article VI.

I have, &c.,
F. W. JOHNSTON,
Political Resident in the Persian Gulf.

C. 69035/29 [No. 15].

No. 10.

MINES DEPARTMENT to COLONIAL OFFICE.

Petroleum Department, Mines Department,
Dean Stanley Street, Millbank, London, S.W.1, 2nd March, 1929.

SIR,

WITH reference to your letter of 12th January,* on the subject of the oil concession granted by the Shaikh of Bahrein to the Eastern and General Syndicate, Limited, I am directed by the Secretary for Mines to say that while it may be very desirable to maintain British control over oil concessions in the region in question, it may be preferable that the oil, if it exists in commercial quantities, should be produced by a foreign controlled company rather than not at all, seeing that in time of war it would presumably be in the effective physical control of His Majesty's Government.

Mr. Amery may think fit to consult the Foreign Office in regard to the possible effects of the exclusion of United States companies on the attitude of those companies and of the United States Government towards British oil companies, not only in the United States but also in South America.

It would seem doubtful whether any considerable production is to be anticipated in Bahrein, and from the point of view of oil supplies in this region, having regard to the Persian output and the strong probability of a large output in 'Iraq, there is no urgent necessity to take steps to promote oil production in Bahrein.

As the Secretary for Mines understands the matter, the option given to the Eastern Gulf Oil Company by the Agreement between the Syndicate and that Company in respect of the Bahrein concession expired on 1st January, 1929, so that any difficulties arising out of that Agreement would seem no longer to prevent insistence on a British control clause in the event of the Syndicate applying for an amendment of their existing concession or the grant of a new one. The prospects of the Syndicate being able to transfer their rights subject to the provisions of such a clause appear, however, to be affected by the arrangements, of which no doubt Mr. Amery has been confidentially informed, which the groups constituting the Turkish Petroleum Company have made among themselves with a view to securing as far as possible that the Turkish Petroleum Company and its nominees shall be the sole concessionaires in territory of which 'Iraq is the most important part, but which also includes Bahrein (but not Kuwait). By virtue of these arrangements it would appear probable that any concession in Bahrein obtained by any of the groups or combination thereof would have to be for the benefit of an operating company in which the groups would have the right to participate. No information is available in this Department regarding the negotiations reported to have taken place between the Eastern Gulf Oil Company and the Turkish Petroleum Company, but I am to point out that the Eastern Gulf Oil Company is a subsidiary of the Gulf Oil Corporation of Pennsylvania and that the latter is a member of the American Group which holds shares in the Turkish Petroleum Company. Consequently it would seem that except by agreement among the groups constituting the Turkish Petroleum Company it would be impossible, so long as the arrangements above referred to are in operation, for the Bahrein concession to be held solely by the Anglo-Persian Oil Company, the Gulf Oil Corporation (or its associated Company, the Eastern Gulf Oil Company) or any other oil company associated with the Turkish Petroleum Company.

I am to add that the Secretary for Mines agrees that it would be preferable for the Turkish Petroleum Company rather than for a purely American company to become interested in Bahrein as suggested in the third paragraph of your letter under reply.

I am, &c.,
H. W. COLE,
Director.

* No. 8.

C. 69035/29 [No. 17].

No. 11.

COLONIAL OFFICE to ADMIRALTY.

[*Answered by No.* 16.]

(Confidential.)

Downing Street, 20th March, 1929.

SIR,

I AM directed by Mr. Secretary Amery to transmit herewith, to be laid before the Lords Commissioners of the Admiralty, a copy of an agreement,* concluded on the 2nd of December, 1925, between the Eastern and General Syndicate Limited, and the Shaikh of Bahrein, in regard to the exploitation of the oil resources of the territories controlled by the Shaikh. On the 2nd of December, 1927, the Shaikh granted an extension for a period of one year of the Exploration Licence held by the Syndicate. In October, 1928, the Syndicate raised the question of a further extension of their Exploration Licence, and I am to enclose for Their Lordships' information, a copy of correspondence† which has passed on the subject. I am also to enclose an extract‡ from an Agreement, concluded on the 31st of July last, between the Turkish Petroleum Company Limited and the various groups participating in that Company.

2. The fact that the Eastern Gulf Oil Company is a subsidiary of the Gulf Oil Company of Pennsylvania (which is a member of the Near East Development Corporation, the American Group holding shares in the Turkish Petroleum Company) must, Mr. Amery considers, in some measure influence the attitude of His Majesty's Government towards the proposal that the Eastern Gulf Oil Company should be allowed to obtain a controlling interest in the Concession granted to the Eastern and General Syndicate by the Shaikh of Bahrein. It appears to Mr. Amery that, if His Majesty's Government were to withdraw their opposition to that proposal, the probable result would be that such oil as exists in Bahrein, would, in effect, be exploited by the Turkish Petroleum Company or a subsidiary Company specially formed for that purpose. If, on the other hand, His Majesty's Government were to maintain their opposition to the proposal, it seems likely that the result would be that the oil fields of Bahrein would remain undeveloped, since the Eastern and General Syndicate have failed to obtain purely British capital for their enterprise, and, even if the Anglo-Persian Oil Company (which also holds shares in the Turkish Petroleum Company) were prepared to provide the necessary capital, that Company could not, in view of the agreement concluded between the various groups participating in the Turkish Petroleum Company, operate the Concession in Bahrein independently of the Turkish Petroleum Company.

3. Moreover, it appears to Mr. Amery to be open to doubt whether, if the Eastern Gulf Oil Company have in fact exercised the option granted to them up to the 1st of January, 1929, by the Eastern and General Syndicate, His Majesty's Government could, having regard to the wording of the agreement between the Shaikh of Bahrein and the Syndicate, successfully prevent the Syndicate's rights under that Agreement from being transferred to the Eastern Gulf Oil Company. It is true that the terms of the mining lease annexed to the Agreement preclude the Syndicate from conveying their rights under that lease to a third party without the consent of the Shaikh, acting under the advice of the Political Resident in the Persian Gulf. But it is also provided in the same article (Article XIII) that "such consent shall not be unreasonably withheld," and it seems doubtful whether, if the question were referred to Arbitration in virtue of Article IX of the principal Agreement, it would be possible, in view of the fact that there is no indication in the Agreement or in any of the schedules thereto that the capital and control of the concessionaire company must remain predominantly British, to establish the view that it was reasonable to withhold consent to the conveyance of the lease to the Eastern Gulf Oil Company merely on the grounds that the capital of that Company is not predominantly British. On the other hand, however, it might be possible, if the Syndicate's application for an extension of their exploration licence is refused, to establish the view that the whole concession had automatically lapsed. Mr. Amery is advised that the only reasonable construction, and therefore the proper one, to be placed upon the words "on application, either after the expiry of or during the course of the period" in Article III of the Agreement is "on application during the period or upon its expiry" since, if the word "after" were given its literal meaning, the result would be that the Shaikh and his successors would have undertaken to accord to a company the right

* Enclosure in No. 1. † Nos. 4, 6, 7, 8, 9, and 10, and C. 69035/29 [Nos. [1], [6], and [16]]: not printed. ‡ Enclosure in C. 69035/29 [No. 6]: not printed.

to choose at any time 100,000 acres in Bahrein and subsequently to be granted a mining lease, and the development of the country might in consequence, be held up indefinitely. But as the interval between the expiry of the Exploration Licence and the application for the grant of a prospecting licence was only a few months it is at least doubtful whether this interpretation of the wording of the Agreement could be successfully maintained.

4. Mr. Amery is unaware whether the Eastern Gulf Oil Company have in fact exercised the option granted to them by the Syndicate. He is disposed to think, however, that if that option has been exercised, it would in all the circumstances be advisable for His Majesty's Government to abandon the idea of opposing the introduction of American capital to operate the concession, and to concentrate upon obtaining such a degree of British control as may be practicable. In Mr. Amery's view it would be quite reasonable to insist that the company to be formed to take over the concession should be registered in this country, that its Chairman should at all times be a British subject, and that the majority, if not all, of its local representatives should also be British subjects. But, before reaching a decision on the question, Mr. Amery would be glad to be furnished as soon as possible with any observations that Their Lordships may have to offer on the subject. It is understood that a representative of the Eastern Gulf Oil Company is about to leave, or has already left, the United States for this country with the object of discussing the option granted to his Company by the Eastern and General Syndicate. It is clearly desirable that the final attitude to be adopted by His Majesty's Government towards that option should be decided before conversations are opened with the Company's representative.

5. Copies of this letter are being forwarded to the Foreign Office, India Office, and Petroleum Department.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 21].

No. 12.

FOREIGN OFFICE to COLONIAL OFFICE.

Foreign Office, S.W.1, 2nd April, 1929.

SIR,

I AM directed by Secretary Sir Austen Chamberlain to acknowledge the receipt of your letter of 20th March,* relative to the proposed transfer to American interests of the Eastern and General Syndicate's oil concession in Bahrein.

2. In reply, I am to inform you that, while the Secretary of State is advised that the arguments advanced in your letter of 20th March† to the Admiralty, of which a copy was enclosed in your letter under reply, are legally sound, in so far at least as concerns the interpretation of the various articles in the agreements quoted, he would prefer to await the views of the India Office and Admiralty on this subject before expressing any opinion on the questions at issue.

I am, &c.,
MONTEAGLE.

C. 69035/29 [No. 22].

No. 13.

FOREIGN OFFICE to COLONIAL OFFICE.

Foreign Office, S.W.1, 6th April, 1929.

SIR,

WITH reference to Foreign Office letter of 2nd April,‡ relative to the proposed transfer to American interests of the Eastern and General Syndicate's oil concession in Bahrein, I am directed by Secretary Sir Austen Chamberlain to transmit to you, for the observations of Mr. Secretary Amery, a copy of a memorandum on this subject which was left at this Department by the United States Chargé d'Affaires on 3rd April.

2. On leaving this memorandum Mr. Atherton explained that the Department of State would be pleased to have a statement of the policy of His Majesty's Government with regard to the holding and operation of petroleum concessions by foreigners in territories such as the Bahrein Islands. Mr. Atherton was informed that the departments concerned would be consulted and that a reply would be returned to his inquiry in due course.

* C. 69035/29 [No. 18]: not printed. It enclosed a copy of No. 11. † No. 11. ‡ No. 12.

3. I am to add that since the enclosed communication was received, this department has learnt from the United States Embassy that Mr. Lomis, formerly Assistant Secretary of the United States State Department, and now Counsel for the Standard Oil Company of Pennsylvania, [? California] is in London until about 10th April, and would be happy to place himself at the disposal of the departments concerned for discussion of this question, if this should be considered desirable.

4. Copies of this letter are being sent to the India Office, Admiralty, and Petroleum Department.

I am, &c.,
H. J. SEYMOUR.

Enclosure in No. 13.

MEMORANDUM.

IT would appear that in December, 1925, an original concession for the operation of a petroleum field in the Bahrein Islands was conceded by the Shaikh of Bahrein to the Eastern and General Syndicate, a British company. In November, 1927, this syndicate gave to the Gulf Oil Company of Pennsylvania an option contract covering this concession, but the latter company, since it was a member of the American group, was debarred from operating in the Bahrein Islands by the terms of the Turkish Petroleum Company agreement signed on 31st July, 1928. On 21st December, 1928, the Gulf Company, with the consent of the Eastern and General Syndicate, assigned its rights to the Standard Oil Company of California under the above option, and the latter company, in turn, organised a Canadian subsidiary to hold and operate the concession. Under the terms of the option contract it would appear that the Eastern and General Syndicate undertook to secure from the Colonial Office a renewal of the concession for one year from the date of its expiry, 2nd December, 1928. The Colonial Office, however, when approached in October, 1928, by the syndicate made its approval of a renewal contingent upon the insertion in the original concession agreement of a clause providing, *inter alia*, that the concessionaires should be a British registered company; furthermore, that the managing director and the majority of the other directors should be British subjects, and that foreigners should not control directly or indirectly any of the rights and privileges granted in the concession by the Shaikh of Bahrein. The holding or operation of the concession by a company directly or indirectly controlled by Americans would effectually be excluded by the insertion of such a clause in the agreement.

Embassy of the
United States of America,
London, 3rd April, 1929.

C. 69035/29 [No. 23].

No. 14.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

SIR, 19, St. Swithin's Lane, London, E.C.4, 8th April, 1929.

WITH reference to our letter to you of the 19th December, 1928,* and to the interview the writer had with you on the 28th December, 1928, and to your subsequent interviews and conversation with our Director, Mr. E. W. Janson, I am now instructed to inform you that Mr. Francis B. Loomas, of the Standard Oil Company of California, and Major Harry G. Davis, representing the Eastern Gulf Oil Corporation, have arrived in London during the last few days with the object of carrying into effect the arrangements this Syndicate has with them in relation to the Bahrein oil concession and other oil interests in Arabia, copies of the agreements relative to which are already in your possession.

As we have before stated, the British nationality provisions are quite unacceptable to the American Corporations. The Eastern Gulf Oil Company, although under no obligation to do so, by offering the Bahrein concession to the Turkish Petroleum Company, gave an opportunity of adequate British representation. That offer was declined and there can be no valid reason or right for the exclusion of American

* No. 7.

interests in the way contemplated by these British nationality provisions, which were the result of afterthoughts in the premises.

I am to state that the Standard Oil Company of California has formed a corporation under Canadian laws, known as the Bahrein Petroleum Company, to take over the concession of that name, and they now insist that this Syndicate settle the disputed question forthwith in order that the new corporation may commence development operations.

Mr. E. W. Janson and Major Frank Holmes propose to call upon you to discuss the position to-morrow morning, Tuesday, the 9th instant, at 10.45 a.m.

I am, &c ,
For EASTERN AND GENERAL SYNDICATE LIMITED,
H. T. ADAMS,
Secretary.

C. 69035/29 [No. 24].

No. 15.

MINES DEPARTMENT to COLONIAL OFFICE.

Petroleum Department,
Dean Stanley Street, Millbank,
SIR, Westminster, London, S.W.1, 9th April, 1929.

I AM directed by the Secretary for Mines to refer to your letter of 20th March,* transmitting copy of a letter addressed by the Secretary of State to the Lords Commissioners of the Admiralty on the subject of the oil concession granted by the Shaikh of Bahrein, to the Eastern and General Syndicate, and to say that, in the circumstances, Commodore King agrees that it would be advisable for His Majesty's Government to encourage the continuance of prospecting operations on the Island, although this may necessitate the introduction of American capital to operate the concession. He agrees that attention should, as far as possible, now be concentrated upon obtaining some degree of British control. While the majority of the Syndicate's capital seems likely to be foreign, it is thought that it may still be possible, by adopting the measures suggested in your letter, to prevent the Syndicate falling altogether under foreign control.

On the subject generally, the Secretary for Mines has nothing further to add to the observations contained in his letter of 2nd March.†

I am, &c.,
H. W. COLE,
Director

C. 69035/29 [No. 37].

No. 16.

ADMIRALTY to COLONIAL OFFICE.

(Confidential.)

SIR, Admiralty, S.W.1, 3rd May, 1929.

WITH reference to your letter of the 20th March last,‡ on the subject of the concession for the exploitation of oil granted by the Shaikh of Bahrein to the Eastern and General Syndicate, Limited, I am commanded by My Lords Commissioners of the Admiralty to request that you will inform Mr. Secretary Amery that They desire that oil development in Bahrein should be encouraged and consider that efforts should be concentrated on obtaining such a degree of British control in any development scheme as is possible.

2. Copies of this letter have been sent to the Foreign Office, India Office, and Petroleum Department.

I am, &c.,
ALEX. FLINT.

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* C. 69035/29 [No. 20] : not printed. It enclosed a copy of No. 11. † No. 10.
‡ No. 11.

C. 69035/29 [No. 43].

No. 17.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 19.]

(Secret.) Adastral House,
Kingsway, London, W.C.2, 13th May, 1929.

SIR,

I AM commanded by the Air Council to refer to Colonial Office letter of the 26th April,* on the subject of the oil concession in the Bahrein Islands, and to the conference which was held in the Petroleum Department on the 7th May, and to acquaint you, for the information of the Secretary of State for the Colonies, that apart from the general question of British control of companies prospecting for oil in British Colonies and Protectorates, the Council are interested in future developments in Bahrein owing to the existence on the island of a landing ground, to the maintenance of which they attach great importance in connection with the development of the air route on the southern shores of the Persian Gulf.

The landing ground is situated on the northern extremity of Bahrein Island opposite to Muharraq Island, and close to the Wireless Telegraph Station in Latitude 26° 14′ North, Longitude 50° 35′ East.

The Council trust that in any negotiations for the development of oil-bearing land in the island steps will be taken to preserve the amenities of the site for flying, and that they may be consulted before any action is taken which might result in the erection of obstructions in the immediate vicinity of the landing ground.

Copies of this letter have been sent to the Foreign Office, India Office, Admiralty, War Office, Board of Trade, and Petroleum Department.

I am, &c.,
J. A. WEBSTER.

C. 69035/29 [No. 45].

No. 18.

INDIA OFFICE to COLONIAL OFFICE.

Whitehall, London, S.W.1, 16th May, 1929.

SIR,

WITH reference to previous correspondence regarding the Bahrein oil concession, I am directed by the Secretary of State for India to transmit paraphrase of a further telegram addressed to the Government of India on 10th May, and of two telegrams received from the Government of India dated 12th May, on this subject.

2. As indicated in the letter from this Office of 13th March,† the view held by the Secretary of State for India has been that it would be desirable, if possible, to withhold any extension of the rights of the Eastern and General Syndicate under their Agreement of 2nd December, 1925, unless the Syndicate entered without reserve into the undertaking proposed to them in the Colonial Office letter of 23rd November, 1928.‡

3. Viscount Peel, however, shares the doubts stated in the third paragraph of your letter to the Admiralty of 20th March,§ whether it is possible for the Shaikh under the terms of the Agreement, to prevent the transfer of the Syndicate's rights to the Eastern Gulf Oil Company or other company not under British control. He presumes from the Colonial Office letter of 6th July, 1925,‖ to the Petroleum Department, and from the letter of 10th November, 1925,¶ to this Office, that the terms of the Agreement were approved in draft by the Colonial Office; but though he notes that "His Majesty's Government had been assured when the grant of the concession to the Syndicate was first being discussed that control would be, and would remain, entirely British" (*vide* Mr. Williams' letter of 8th November last**), there is no clause in the Agreement itself which provides for the continuance of British control, and in the absence of such a British control clause he is advised that there is no sure ground on which to withhold consent to the participation of American interests.

4. If, as is presumed, the terms of the Agreement were authorised by the Colonial Office, it is evident that no question arises as to the Shaikh having acted beyond his powers or contrary to the terms of Article III of his Treaty with the British

* C. 69035/29 [No. 33]: not printed. † C. 69035/29 [No. 16]: not printed. ‡ No. 6.
§ No. 11. ‖ 27834/25: not printed. ¶ 49551/25: not printed.
** C. 59115/28 [No. 13]: not printed. It enclosed a copy of No. 5.

Government of 1892, or the understanding arrived at with him in 1914, to which the Government of India refer.

5. Lord Peel sees no alternative, in the circumstances, but to concur in the course suggested at the inter-Departmental meeting held on 7th May, viz., that the United States Embassy should be informed that His Majesty's Government are prepared in principle to consent to the participation of American interests. Copy is enclosed of a letter to the Foreign Office, in which it is suggested that it should at the same time be stated to the United States Embassy that this consent is subject to His Majesty's Government being satisfied as to the conditions on which American capital will participate, and in particular as to the nationality of the operating company, its chairman and directors, and the personnel who will be employed in the islands, as many as possible of whom should be British subjects.

6. Lord Peel agrees that the reply to the inquiry of the United States *Chargé d'Affaires* as to the policy of His Majesty's Government in territories such as the Bahrein Islands might suitably be in the sense suggested at the inter-Departmental meeting, and stated in the telegram to the Government of India of 10th May.

7. Copy of this letter is being sent to the Admiralty and the Petroleum Department.

I am, &c.
J. C. WALTON.

Enclosure 1 in No. 18.

PARAPHRASE TELEGRAM FROM SECRETARY OF STATE FOR INDIA TO VICEROY, FOREIGN AND POLITICAL DEPARTMENT, NOS. 1512 AND 1513, DATED 10TH MAY, 1929.

BAHREIN Oil Concession. It has been suggested that reply should be made by the Foreign Office to the request of the American Embassy for a statement of policy in sense of following:—

"His Majesty's Government feel bound to reserve to themselves the right to consider on its merits and in the light of the circumstances obtaining at the time each proposal for holding or operation of petroleum concessions by foreigners in territories such as the Bahrein Islands, and find themselves unable to make any statement of their policy on the question such as the American Embassy desire to have."

I propose to concur in this proposed reply unless you have any observations.

The Foreign Office are anxious, however, that an indication of the attitude of His Majesty's Government towards the transfer of the concession at Bahrein, which has been proposed, should be coupled with such a reply. It is desired by the Admiralty that encouragement should be given to oil development in Bahrein, and they consider that efforts should be concentrated on securing such a degree as is possible of British control. I am disposed to agree with the view which the Colonial Office and Foreign Office take that we should withdraw opposition to the principle of the participation of American interests, as I am advised that there is no sure ground in the existing agreement on which to oppose transfer, but that we should aim at obtaining the maximum possible degree of British control. I understand that the option of the Eastern Gulf Company has been taken up. I attach particular importance to a proviso that as many of the local representatives as possible of the Canadian or other Company which would operate the concession should be British subjects. I would be glad if you would telegraph your views as soon as possible as the matter cannot wait for the settlement of the question of the status of Bahrein in the future and is urgent.

Above refers to the Bahrein oil concession; my telegram No. 1245 of 12th April, 1929, and Foreign Office letter to Colonial Office of 6th April, copy of which was sent by the mail of 11th April.

Enclosure 2 in No. 18.

PARAPHRASE TELEGRAM FROM VICEROY, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA, No. 1656 S, DATED 12TH MAY, 1929.

IT has throughout been assumed by us that the agreement of the Eastern Company and our basic treaty rights had to be read together, and that Great Britain was given monopoly rights against foreigners by Article No. 3 of our Treaty of 1892, and that control over the selection even of British companies was given to us by the special oil understanding of 1914. Hence our statement that existing treaties seemed to be sufficient against external encroachments on our position in Bahrein, made in our telegram No. 1613 S.

Our general position is seriously compromised if it is felt by His Majesty's Government that this contention is not tenable, for powerful foreign financial interests might easily secure practical control of a petty government like Bahrein. It will be difficult to prevent ground being cut under our feet all along the coast if we give way over Bahrein, because all our exclusive agreements are on the same model. We urge, therefore that these considerations will be carefully weighed by His Majesty's Government before they arrive at a final decision.

If it is decided that the adoption of rigid stand on our treaty rights in the case of Bahrein is precluded by wider considerations, the importance of which we appreciate, we agree that the securing of maximum British control should be our aim, and that we should insist in particular on British local personnel (*vide* telegram No. 311 from Barrett which is separately repeated). Foreign Office's proposed reply to the American Embassy would be welcome for such protection as it may give elsewhere.

Above refers to your telegram No. 1531 regarding Bahrein.

Enclosure 3 in No. 18.

PARAPHRASE TELEGRAM FROM VICEROY, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA, No. 1657 S, DATED 12TH MAY, 1929.

ANY increase of American influence, which already is very strong, is to be deprecated. We should resist the control of the concession by American interests, but if latter is quite unavoidable local representative certainly should be a British subject. The Shaikh, acting on our advice, would veto the transfer. The Shaikh might be prejudiced against persons of the stamp of the American drillers employed formerly at Abadan by the Anglo-Persian Oil Company, because of their misbehaviour, but he is not averse from drawing his royalties from any (? omission). I oppose the transfer of the concession solely for the sake of British interests.

Above from Barrett refers to my telegram No. 1656 S.

Enclosure 4 in No. 18.

SIR, India Office, Whitehall, London, S.W.1, 16th May, 1929.

I AM directed by the Secretary of State for India to refer to your letter of 8th April, E 1697/281/91, and the letter from this Office of 15th April, P. 2769, regarding the Bahrein oil concession. Paraphrase is enclosed of a telegram addressed to the Government of India on 10th May, and of two telegrams received from the Government of India dated 12th May.

I am to enclose copy of a letter which has been addressed to the Colonial Office.

Viscount Peel agrees that the reply to be returned to the general inquiry made by the United States *Chargé d'Affaires* in regard to " territories such as the Bahrein Islands " might be in the sense suggested at the inter-Departmental meeting of 7th May, and quoted in the telegram to the Viceroy of 10th May. As regards the particular question of the transfer of the existing oil concession in Bahrein, he would suggest that the United States Embassy might be informed that His Majesty's Government are prepared in principle to consent to the participation of American interests, subject to their being satisfied as to the conditions on which American capital will participate, and in particular as to the nationality of the operating Company, its Chairman and Directors, and the *personnel* who will be employed in the islands, as many as possible of whom should be British subjects. His Lordship considers it important that His Majesty's Government's consent in principle should be definitely expressed as being conditional and subject to their being satisfied as to the provisions to be made in regard to the above matters, which will subsequently have to be discussed. He assumes that the detailed conditions will be discussed between the Colonial Office and the Eastern and General Syndicate, as the existing concessionnaires.

Copy of this letter is being sent to the Admiralty, and the Petroleum Department.

I am, &c.,
J. C. WALTON.

The Under-Secretary of State.
Foreign Office.

C. 69035/29 [No. 48].

No. 19.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 23.]

SIR, Downing Street, 24th May, 1929.

I AM directed by Mr. Secretary Amery to acknowledge the receipt of your letter of the 13th of May,* regarding the concession for the exploitation of oil granted by the Shaikh of Bahrein to the Eastern and General Syndicate Limited.

2. Mr. Amery notes that the Air Council are interested in future developments in the island of Bahrein owing to the existence on the island of a landing ground, to the maintenance of which they attach great importance in connection with the development of the air route on the southern shores of the Persian Gulf. Mr. Amery would be glad to learn whether possession of the site of this landing ground has been acquired by the Council by lease or otherwise, and, if not, in whose ownership it is at present and what action the Council propose to take in order to obtain possession.

3. In view of the fact that the concession already granted to the Eastern and General Syndicate contains no clause prohibiting the erection of obstructions in the vicinity of this landing ground, Mr. Amery anticipates that it may be difficult at this stage, if not impossible, adequately to safeguard the position.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 49].

No. 20.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

SIR, Downing Street, 30th May, 1929.

I AM directed by Mr. Secretary Amery to refer to the correspondence ending with your letter of the 22nd of April,† and to inform you that, as a result of further consideration, His Majesty's Government are prepared in principle to consent to the participation of United States interests in the oil concession in the Bahrein Islands, subject to their being satisfied as to the conditions on which United States capital will participate, and in particular as to the nationality of the operating Company, of its chairman and directors, and of the personnel who will be employed in the Islands.

2. I am to suggest that the conditions governing the admission of United States capital should form the subject of discussion between representatives of your Syndicate and of the Colonial Office, and to say that a further letter in this regard will be addressed to you in due course.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 53].

No. 21.

FOREIGN OFFICE to EMBASSY OF THE UNITED STATES OF AMERICA, LONDON.

(Copy received in Colonial Office, 3rd June, 1929.)

SIR, Foreign Office, S.W.1, 29th May, 1929.

THE question of the disposal of the oil concession in the Bahrein Islands, which was dealt with in your memorandum of 3rd April, and in subsequent semi-official correspondence with this department, has engaged the attention of His Majesty's Government.

2. I now have the honour to inform you that His Majesty's Government are prepared in principle to consent to the participation of United States interests in this concession, subject to their being satisfied as to the conditions on which United States capital will participate, and in particular as to the nationality of the operating company, of its chairman and directors, and of the personnel who will be employed in the Islands. His Majesty's Government would suggest that these conditions should form

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* No. 17. † C. 69035/29 [No. 28]: not printed.

the subject of direct discussion between representatives of the Eastern and General Syndicate, as being the existing concessionnaires, and the Colonial Office.

3. With regard to the oral request which you made on 3rd April to a member of this department for a statement of the policy of His Majesty's Government with regard to the holding and operation in territories such as the Bahrein Islands, of petroleum concessions by foreigners, I have the honour to inform you that His Majesty's Government feel bound to reserve to themselves the right to consider on its merits, and in the light of the circumstances obtaining at the time, each proposal for the holding or operation of petroleum concessions by foreigners in such territories, and that they therefore find themselves unable to make any general statement of their policy on this question such as the United States Government desire.

I have, &c.
(for the Secretary of State).
(Signed).

C. 69035/29 [No. 68].

No. 22.

REPORT OF AN INTERDEPARTMENTAL CONFERENCE.

AN Interdepartmental Conference was held at the Colonial Office on Friday, 7th June, 1929, to consider the question of what conditions should govern the participation of United States' capital in the operation of the Concession granted by the Shaikh of Bahrein to the Eastern and General Syndicate, Limited, for the exploitation of oil in the Bahrein Islands.

There were present:—

Mr. O. G. R. Williams (in the Chair)
Mr. H. G. Bushe
Mr. J. H. Hall
Mr. W. J. Bigg } Colonial Office.
Lord Monteagle
Mr. G. Jebb
Mr. G. H. Thomson } Foreign Office.
Mr. J. G. Laithwaite, India Office.
Mr. H. R. W. Giffard, Petroleum Department.

The Chairman explained briefly the events which had led up to the calling of the Conference, and the questions which had to be considered.

Mr. Bushe stated that it seemed desirable in the first instance to consider upon what grounds His Majesty's Government were entitled to impose conditions upon the participation of United States' capital in the operation of the Concession.

The Concession held by the Syndicate provided for the grant to that Company of an Exploration Licence entitling the Company to the exclusive right, for a period not exceeding two years from the 2nd of December, 1925, to explore for oil throughout the whole of the territories controlled by the Shaikh. That licence, which expired on the 1st of December, 1927, had, in accordance with the provisions of the Concession, been renewed for a further period of one year. In October, 1928, the Syndicate had submitted to the Colonial Office an application for the renewal of their Exploration Licence for a further peroid of one year from the 2nd of December, 1928. The Syndicate were informed that if they would give an undertaking in specified terms which would ensure that the operation of the Concession would at all times be and remain under British control. His Majesty's Government would be prepared to recommend the Shaikh of Bahrein to grant the Syndicate the renewal desired. The Syndicate, however, had already entered into an agreement with certain American interests for the transfer of their rights under the Concession to American control, and were not, therefore, prepared to give the undertaking desired by His Majesty's Government. The renewal asked for by the Syndicate was, in consequence, not granted and their Exploration Licence duly expired on the 1st of December, 1928. Negotiations with His Majesty's Government had, however, been continued by the Syndicate in the hope that, notwithstanding the fact that their rights under the Concession had passed into American control, His Majesty's Government would feel able to recommend the Shaikh to renew the Exploration Licence for a further period of one year.

Subsequently, the local Agent of the Syndicate had asked that the sum of Rupees 10,000 which he had paid to the Shaikh of Bahrein on the 2nd of December, 1928, in anticipation of the renewal of the Exploration Licence, should, if that renewal was not granted, be utilised in payment for a prospecting licence to run from that date.

In the Concession granted to the Syndicate by the Shaikh, the latter undertook "on behalf of himself and his successors to grant to the Syndicate on application, *either after the expiry of, or during the course of*" the period of the Exploration Licence or any extension or renewal thereof granted to the Syndicate, a prospecting licence in respect of certain areas in Bahrein to be selected by the Syndicate. The rights of the Syndicate at the present time appeared to depend mainly upon the interpretation to be placed upon the words "after the expiry of." If these words were interpreted to mean that, "at any time" after the expiry of their Exploration Licence the Syndicate had the right to demand from the Shaikh or his successors the grant of a prospecting licence, which carries the right to a mining lease—the terms in the schedule, the position would be that the Shaikh was for all time estopped from allowing any other person or persons to prospect for oil in his territories until the Syndicate had applied for and obtained the grant of a prospecting licence, and had selected the areas in Bahrein to which that licence was to apply. This would mean that the Syndicate would be in a position to hold up indefinitely the development of Bahrein which was a *reductio ad absurdum*. In Mr. Bushe's view, having regard to the terms of the Concession as a whole, the only reasonable and therefore the proper interpretation to be placed upon the words "on application either after the expiry of or during the course of the period of the Exploration Licence" was "on application during the period of the Exploration Licence or upon its expiry."

If that were so, it could be argued that the Exploration Licence granted to the Syndicate had expired on the 1st of December, 1928, and had not so far been extended or renewed, and that as the Syndicate had not applied either before or upon that date for the grant of a prospecting licence, they were not now entitled to claim such a licence and their Concession had lapsed. In that case it might be said that His Majesty's Government were in a position to impose upon the Syndicate any conditions which they might wish before agreeing to recommend the Shaikh to renew the Syndicate's Exploration Licence for a further period of one year from the 2nd of December, 1928. If the Syndicate refused to accept these conditions and claimed, in accordance with the terms of their Concession, that the question should be referred to arbitration, the position of the Shaikh and of His Majesty's Government in the matter could, however, in Mr. Bushe's view, hardly be said to be unassailable.

Although there was no express provision in the Concession which would entitle the Shaikh to refuse to agree to the renewal of the Exploration Licence merely because the Syndicate's rights under the Concession had been transferred to American interests, it would, in Mr. Bushe's view, be possible to contend that the Concession had been granted to a particular British Company and that the Shaikh was under no obligation to grant an Exploration Licence to the American interests to which the Syndicate's rights under the Concession had been transferred. This contention was, however, of doubtful expediency as it would be possible for the rights under the Concession to remain in the Syndicate which could be reconstructed so that its control became American.

Mr. Bushe suggested, therefore, that it should be explained to the Syndicate that their Exploration Licence had expired on the 1st of December, 1928, and that, in the absence of any extension of renewal of that licence, they were not entitled to claim the grant of a prospecting licence as their Concession had lapsed, but that if they were prepared to agree to the conditions which His Majesty's Government wished to impose upon the introduction of American capital into the operation of the Concession, His Majesty's Government would be prepared to recommend the Shaikh to renew their Exploration Licence for a period of one year, from the 2nd of December, 1928. This renewal, if granted, would enable the Syndicate to apply in due course for the grant of a prospecting licence.

This suggestion was agreed to.

It was suggested that the Syndicate might contend that their Concession made no provision for the introduction of the conditions which His Majesty's Government had sought to impose, and that as it was only the desire of His Majesty's Government to impose these conditions upon the Syndicate which had prevented their being granted the renewal for which they had applied, they were still entitled to claim that renewal. Mr. Bushe considered, however, that in that event it would be possible for His Majesty's Government to take the line that the Syndicate had not established

that the renewal for which they had applied was justified on its merits, but that nevertheless, His Majesty's Government were prepared, if the Syndicate would accept the conditions referred to, to recommend the Shaikh to grant the renewal for which the Syndicate had asked.

The question of what conditions should govern the participation of American capital in the operation of the Concession was then considered. Mr. Laithwaite stated that the India Office thought that the conditions imposed should be as stringent as possible, in order that the operation of the Concession might remain as far as possible under British control. The Colonial Office and Foreign Office representatives, however, pointed out that, having regard to the terms of the Note which had been addressed by the Foreign Office to the American Embassy, it was not now possible to do more than to provide for the retention of a British element in the directing and operating Staff.

The Foreign Office representatives in addition dwelt on the advantage, having regard to the possibility of the abolition of the "British Control Clause," and the weakness of the British case should the question of the extension of the Syndicate's Exploration Licence be submitted to arbitration, of not insisting on very onerous terms for the admission of American capital. They added that in any case the Americans were unlikely to agree to any restriction which would render their financial control inoperative.

After some discussion it was agreed that the conditions to be imposed by the Syndicate should be as follows:—

(*a*) the Company to be formed to take over the Concession to be and remain a British Company, registered in Great Britain;
(*b*) the Chairman and the Managing Director (if any) of the Company to be at all times British subjects;
(*c*) a proportion of the Directors (between, say, 49½ per cent. and 33⅓ per cent.), to be agreed upon between the parties, to be at all times British subjects; and
(*d*) the local General Manager of the Company and the whole of the local Staff, with certain exceptions to be agreed upon between the parties, to be at all times British subjects or subjects of the Shaikh of Bahrein.

It was agreed that these suggested conditions should be communicated officially to the interested Departments for concurrence before they were communicated to the Syndicate.

The question of the attitude to be adopted by His Majesty's Government in the event of American interests desiring to participate in the development of oil in Kuwait was then considered, as this question was likely to arise as soon as the questions outstanding in regard to the Syndicate's oil concession in Bahrein had been disposed of. It was pointed out that the position in Kuwait differed from that in Bahrein in that Kuwait had been excluded from the scope of the agreement concluded between the various groups comprising the Turkish Petroleum Company, and that no Concession for the development of oil in Kuwait had yet been granted, though an application for such a Concession had been submitted by the Eastern and General Syndicate. It was generally agreed that it would be desirable to resist the introduction of American interests into Kuwait, and it was suggested that, if and when a convenient opportunity presented itself, Sir J. Cadman might be sounded as to the possibility of the Anglo-Persian Oil Company applying for an Oil Concession in that territory.

C. 69035/29 [No.67].

No. 23.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

Air Ministry, London, W.C.2, 14th June, 1929.

SIR,

I AM commanded by the Air Council to refer to Colonial Office letter of the 24th May,* on the subject of the concession for the exploitation of oil granted by the Shaikh of Bahrein to the Eastern and General Syndicate, Limited, and to acquaint you, for the information of the Secretary of State for the Colonies, that they have

* No. 19.

called for a report from the Air Officer Commanding, 'Iraq, as to the ownership and tenure of the landing ground in Bahrein.

On receipt of a reply a further communication will be sent to your Department.

I am, &c.,
Signature illegible,
for Secretary.

C. 69035/29 [Nos. 64-66].

No. 24.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] INDIA OFFICE.
[3] PETROLEUM DEPARTMENT.

[*Answered by Nos.* 25, 26, *and* 27.]

SIR,

Downing Street, 17th June, 1929.

I AM directed by Mr. Secretary Webb to refer to Colonial Office letter of the 4th of June,* and to previous correspondence regarding the oil concession granted by the Shaikh of Bahrein to the Eastern and General Syndicate, Limited, and to the interdepartmental conference which was held at the Colonial Office on Friday, the 7th of June.

2. As [Mr. Secretary Henderson,] [the Secretary of State for India,] [the Secretary for Mines,] will perceive, it is suggested that, in discussing with the Eastern and General Syndicate, Limited, the conditions which should govern the participation of United States capital in the operation of the concession, the following stipulations should be made:—

(*a*) the Company to be formed to take over the Concession from the Syndicate should be and remain a British Company registered in Great Britain;
(*b*) the Chairman and the Managing Director (if any) of the Company should be at all times British subjects;
(*c*) a proportion of the Directors (between, say, 49½ per cent. and 33⅓ per cent.), to be agreed upon between the parties, should be at all times British subjects; and
(*d*) the local General Manager and the whole of the local staff, with certain exceptions to be agreed upon between the parties, should be at all times British subject or subjects of the Shaikh of Bahrein.

3. It is possible that during the course of the negotiations on the subject the Syndicate may question the right of His Majesty's Government to impose conditions upon the participation of United States capital in the operation of the concession. In that event, the Syndicate might be informed that, as the Exploration Licence granted to them by the Shaikh of Bahrein expired on the 1st of December, 1928, and has not subsequently been renewed or extended, and that as they had not, on or before that date, applied for or been granted a prospecting licence, their concession has now lapsed; but that nevertheless, if they are prepared to agree to the conditions referred to above which His Majesty's Government desire should govern the participation of United States capital in the operation of the concession, His Majesty's Government will be willing to recommend the Shaikh of Bahrein to renew the Syndicate's Exploration Licence for a further period of one year from the 2nd of December, 1928. This renewal, if granted, would have the effect of reviving the validity of the concession and would enable the Syndicate to apply in due course, in accordance with the terms of the concession for the grant of a prospecting licence. Since the conference which was held on the 7th of June, the Secretary of State's attention has been drawn to the fact, reported in the Political Resident's despatch of the 21st of January last,† a copy of which was forwarded to the [Foreign Office] [India Office] [Petroleum Department] on the 2nd of March,‡ that the interval which elapsed between the payment made on behalf of the Syndicate to the Shaikh of Bahrein in anticipation of the renewal of the Exploration Licence and the Syndicate's request

* C. 69035/29 [Nos. 54-56]: not printed. † No. 9. ‡ C. 69035/29 [Nos. 11-13]: not printed.

that that payment should be utilised in respect of a prospecting licence, was of less than two months. This fact would appear materially to weaken the argument that in the absence of the renewal or extension of their Exploration Licence the Syndicate are not entitled to the grant of a prospecting licence.

4. The Secretary of State would be glad to be furnished as soon as possible with the views of [Mr. Henderson] [Captain Wedgwood Benn] [the Secretary for Mines] on the course of action suggested above.

5. Similar letters are being addressed to the [India Office. and Petroleum Department,] [Foreign Office and India Office] and copies of this letter are being forwarded to the Admiralty, Air Ministry, War Office. and Board of Trade.

I am, &c.,
J. H. HALL.

C. 69035/29 [No. 75].

No. 25.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

Petroleum Department (Mines Department), Dean Stanley Street,
Millbank, London, S.W.1, 21st June, 1929.

SIR,

I AM directed by the Secretary for Mines to refer to your letter of 17th June,* and to the Interdepartmental Conference held at the Colonial Office on 7th June, regarding the oil concession granted by the Shaikh of Bahrein to the Eastern and General Syndicate, and to request you to inform Mr. Secretary Webb that he concurs in the conclusions reached at the Conference as regards the conditions which should govern the participation of United States capital in the future operation of the concession.

On reviewing the circumstances of the case it does not appear that His Majesty's Government have any very strong grounds for imposing additional obligations upon the Syndicate in view of the fact that (1) the Syndicate on 22nd October, 1928, previous to the date of the expiry of their Exploration Licence on 2nd December, definitely asked for a renewal for a period of one year, and (2) that as pointed out in your letter under reply the sum of Rupees 10,000 was paid by the Syndicate on 2nd December, 1928, with instructions that in the event of the refusal of the Colonial Office to recommend further extension of the Exploration Licence this sum should be utilised in payment for a prospecting licence to run from that date.

On the other hand, it seems possible that the Syndicate, in order to ensure the participation of American capital and the renewal of their licence, would agree to some modification of the terms of the concession as they have already incurred a considerable expenditure in preliminary surveys.

It is thought that when discussing matters with the Syndicate the opportunity might be taken of clearing up the ambiguity which exists as to the meaning of Article 3 of the concession by amendment of the words "either after the expiry of " to read " on the expiry of " or " within a period of two months from the expiry of."

The Secretary for Mines does not desire to offer any further observations at the present stage but would be glad to be informed of the reply furnished by the Syndicate to the suggestion for the admission of American capital on the terms suggested in your letter.

I am, &c.,
H. W. COLE,
Director.

C. 69035/29 [No. 81].

No. 26.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 31.]

Whitehall, London, S.W.1, 29th June, 1929.

SIR,

IN reply to Mr. Hall's letter of the 17th June,* I am directed by the Secretary of State for India to say that he concurs in the stipulations proposed in paragraph 2 thereof to be made in discussion with the Eastern and General Syndicate as to the

* No. 24.

conditions which should govern the participation of United States capital in the operation of the Bahrein oil concession.

2. Mr. Benn is in general agreement with the statement contained in paragraph 3 of the Colonial Office letter under reply as to the extent to which His Majesty's Government are in a position to impose conditions upon the participation of United States capital in the operation of the concession. He agrees that the position is not wholly satisfactory. At the same time, he attaches great importance to the imposition of limiting restrictions of the nature now contemplated, if this is at all possible, and he considers that action may be taken as proposed on the basis of the arguments stated.

3. A copy of this letter is being sent to the Foreign Office, Petroleum Department, Admiralty, Air Ministry, War Office, and Board of Trade.

I am, &c.,
J. C. WALTON.

C. 69035/29 [No. 83].

No. 27.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 31.]

Foreign Office, S.W.1, 9th July, 1929.

SIR,

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 17th June,* inviting his observations as to the course to be pursued in the impending negotiations with the Eastern and General Syndicate Limited in connection with the oil concession granted to the Company by the Shaikh of Bahrein.

2. In reply, I am to request you to inform Lord Passfield that the Secretary of State agrees that an endeavour should be made to secure the conditions enumerated in paragraph 2 of your letter as regards the participation of United States capital in the operation of the concession. Mr. Henderson's attitude generally remains as indicated by the Foreign Office representative at the interdepartmental meeting held on 7th June, that is to say, that having regard to the possibility of the abolition or modification of the " British control clause," and of the fact that, should the question of the extension of the Syndicate's Exploration Licence be submitted to arbitration, the position which His Majesty's Government are proposing to take up is not wholly unassailable, it would therefore be advantageous not to insist too rigidly on very onerous terms for the admission of American capital. Mr. Henderson considers it highly unlikely that the American Company would agree to any restriction which would render their financial control inoperative; but he does not consider that the United States Government could reasonably contend that the stipulations which Lord Passfield now proposes are, to quote the United States Embassy's note of 3rd April (a copy of which was sent to the Colonial Office on 6th April†), such as to exclude effectually the holding or operation of the concession by a company directly or indirectly controlled by Americans.

3. On the other hand, Mr. Henderson is advised that in view of the circumstance to which attention is now drawn in paragraph 3 of your letter under reply (namely that less than two months elapsed between the payment made by the Syndicate on 2nd December, 1928, in anticipation of the renewal of their Exploration Licence and the request that that payment should be utilised in respect of a prospecting licence) it would be quite impossible to convince an arbitrator—in the event of the matter being referred to arbitration—that a *reductio ad absurdum* would be created, unless the words " after the expiry " in the concession were so interpreted as to imply that the concession had in fact expired " in the absence of any extension or renewal of the Exploration Licence." The Secretary of State considers indeed that the line of argument suggested in paragraph 3 of your letter is so seriously weakened that it should not be used in discussing the matter with the Syndicate. He suggests accordingly, for the consideration of Lord Passfield, that if the Syndicate question the right of His Majesty's Government to impose the conditions indicated above, reliance should be placed upon the terms of the original agreement between the Syndicate and the Shaikh of Bahrein, and that the contention should be upheld that, if the American concessionaire company are not prepared to accept the conditions which

* No. 24. † No. 13.

it is proposed to require of them, the Shaikh could, within the terms of the agreement, and acting on the advice of the Resident in the Persian Gulf, " reasonably " withhold his consent to the rights in question being conveyed to a third party.

4. Copies of this letter are being sent to the India Office, Petroleum Department, Admiralty, Air Ministry, War Office, and Board of Trade.

I am, &c.,
MONTEAGLE.

C. 69035/29 [No. 86].

No. 28.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

SIR, Air Ministry, London, W.C.2, 18th July, 1929.

I AM commanded by the Air Council to refer to your communication of the 19th June,* in regard to the possibility of a transference from the Eastern and General Syndicate Limited, of the oil concession at Bahrein to a third party, and with reference to Air Ministry letter of the 14th June,† to say that they have now received a communication from Air Headquarters, 'Iraq, requesting that no steps should be taken which would prejudice the position of sites for a landing ground and seaplane station until they have had time to carry out the investigation referred to in the Council's letter of 14th June.

Air Headquarters point out that the answer to these inquiries will of necessity be somewhat delayed as replies have to be obtained through the Political Agent, Kuwait and communication by means of the mail steamer in the Persian Gulf is necessarily slow.

I am, &c.,
J. A. WEBSTER.

C. 69035/29 [No. 86A].

No. 29.

RECORD OF A DISCUSSION BETWEEN THE COLONIAL OFFICE AND THE REPRESENTATIVES OF THE EASTERN AND GENERAL SYNDICATE LIMITED.

Mr. Janson and Major Holmes of the Eastern and General Syndicate called to see Sir John Shuckburgh on Friday, the 19th of July. Mr. Williams, Mr. Bushe, and Mr. Bigg were present during the interview.

The representatives of the Syndicate explained the reasons which had led them to transfer to American interests the rights which they possessed in virtue of their agreement with the Shaikh of Bahrein. The Syndicate themselves had spent over £50,000 in exploring for oil in Bahrein and their American friends had, it was estimated, spent a further £15,000 on the same object. The Syndicate had come to the end of their resources, and although they had explored every possible avenue they had been unable to obtain assistance from British capitalists to enable them to exploit their Concession. They had, therefore, been forced to obtain assistance from American oil interests, and in return had transferred to those interests their rights under the Concession granted to them by the Shaikh of Bahrein. In transferring those rights they had made certain stipulations, which they had anticipated would be acceptable to His Majesty's Government, to ensure that those rights should be exercised by a British Company, and, in fact, the American oil interests concerned had already registered in Canada a Company formed for the express purpose of continuing the operation of the Concession.

At no stage during the course of the discussion did the representatives of the Syndicate attempt to dispute the right of His Majesty's Government or the Shaikh of Bahrein to impose conditions upon the participation of American capital in the operation of the Concession or upon the transfer to American oil interests of the rights conferred by the Concession. It was, therefore, unnecessary to make use of the various arguments referred to in the recent correspondence with the other interested Departments of His Majesty's Government, though it is, of course, possible that when

* C. 69035/29 [No. 70]: not printed. † No. 23.

the Syndicate came to talk to their American friends about the conditions which His Majesty's Government desire to impose, those American interests will raise the question.

When informed of the conditions upon which His Majesty's Government would be prepared to advise the Shaikh of Bahrein to agree to the participation of American capital in the operation of the Concession the representatives of the Syndicate were at first doubtful of their ability to induce their American friends to accept those conditions After further discussion, however, the representatives of the Syndicate came round to the view that the conditions proposed were on the whole not unreasonable.

Mr. Janson at first considered that, having regard to the fact that the American oil interests concerned had already registered a Company in Canada for the express purpose of the operation of the Concession in Bahrein, they would oppose the suggestion that a Company should be registered in this country. He eventually agreed, however, that the proposal was not unreasonable and undertook to endeavour to secure its acceptance by his American friends.

Both Mr. Janson and Major Holmes considered that it would be difficult, if, indeed, not impossible, to secure the assent of their American friends to the suggestion that the local General Manager and the whole of the local staff, with certain exceptions to be agreed upon between the parties, should be at all times British subjects or subjects of the Shaikh of Bahrein. American oil magnates had a very low opinion of British directing staff, and were likely to desire to employ American subjects as their local technical staff. Their American friends attached such importance to the retention in the hands of American engineers of the control of the technical work to be carried out in Bahrein that, although they might be prepared to agree to the appointment of a British subject as their local General Manager, they were unlikely to agree that more than a small proportion of their local technical staff should be British subjects. Insistence on the acceptance of the condition proposed might result in the refusal of their American friends to participate in the operation of the Concession, with the result that the oil resources of Bahrein would not at present be exploited. After some discussion the representatives of the Syndicate agreed that if the condition in question could be amended by the omission of the words " the whole of the local staff, with certain exceptions to be agreed upon between the parties," and the insertion in lieu of the words " as many of the local staff as is consistent with the efficient carrying out of the undertaking," they would do their utmost to induce their American friends to accept the conditions proposed. Sir John Shuckburgh agreed to the amendment suggested.

It was agreed that the Colonial Office should write to the Syndicate setting out the conditions which it was proposed should govern the participation of American capital in the operation of the Concession, and that the Syndicate would then endeavour to secure the assent of the American oil interests concerned to those conditions and report the result of their negotiations to the Colonial Office in due course.

Mr. Janson and Major Holmes were informed that it was unlikely that His Majesty's Government would be prepared to consent to any further modification of the conditions proposed, to which considerable importance was attached by other interested Departments of His Majesty's Government, and it was agreed that if the Syndicate were unable to induce their American friends to accept those conditions the whole question should then be made the subject of further discussion at the Colonial Office.

Colonial Office,
20th July, 1929.

C. 69035/29 [No. 91A].

No. 30.

RECORD OF A DISCUSSION BETWEEN THE COLONIAL OFFICE AND THE REPRESENTATIVES OF THE EASTERN AND GENERAL SYNDICATE LIMITED.

MR. JANSON and Major Holmes of the Eastern and General Syndicate called to see Sir John Shuckburgh on Wednesday, 31st July. Mr .Williams, Mr. Bushe and Mr. Hall were present at the interview.

Sir JOHN SHUCKBURGH explained that as a result of the discussion held on the 19th July with representatives of the Syndicate, a letter was prepared in the Colonial Office communicating the conditions upon which His Majesty's Government would be prepared to advise the Shaikh of Bahrein to agree to the extension of the Exploration

Licence granted to the Syndicate and to the Assignment of their Concession. This letter was on the point of being despatched to the Syndicate when Mr. Janson telephoned to ask that the despatch of the letter should be postponed pending a further discussion. It was in accordance with this request that the present Meeting had been called.

Mr. JANSON explained that since the Meeting of the 19th July he and Major Holmes had had an opportunity to discuss with Major Davis, the representative of the American group holding the option on the Syndicate's Concession, the conditions which His Majesty's Government wished to impose as disclosed at that Meeting. He had ascertained from Major Davis that his principals took the following view in regard to the four proposed conditions :—

(*a*) They were not prepared to agree to the registration in Great Britain of the Company formed to operate the Concession. They had already formed a Company for that purpose in Canada which, as being within easy reach of their headquarters in the United States, could be controlled therefrom. They contemplated that the Directorships of the new Company should, for the most part, be filled by the appointment of Directors of their own group, who, for the purpose of Board Meetings, could, without undue inconvenience, travel to Canada. They had no organisation in this country which would enable them to operate a Company in London. To do so, therefore, would involve the setting up of a special organisation for the purpose. Another objection was that the taxation of Companies registered in this country was extremely heavy, much more so than in Canada.

(*b*) They were not prepared to agree that the Chairman and Managing Director of the new Company should at all times be a British subject. It was their intention that the Chairman of the group in America should also officiate as Chairman of the new Company, and that the Managing Director (if any) should also be one of the Directors or Officials already associated with the American group.

(*c*) Of the five Directors contemplated, they were only prepared to agree that one should be a British subject. As they were providing the whole capital for the enterprise, they considered it essential that full control should rest in the hands of their group.

(*d*) They were not prepared to agree that the local Manager in charge of the Company's operations in Bahrein should at all times be a British subject, although they were willing to appoint a British subject to act as Liaison Officer and to be employed for all negotiations with the Shaikh of Bahrein and with the local population. He would, however, be subject to the authority of the local Manager who would be a technical official in charge of the field operations of the Company It would be entirely opposed to their organisation to appoint a non-technical Manager.

Sir JOHN SHUCKBURGH pointed out that in their counter proposals the American group in effect rejected all the conditions proposed by His Majesty's Government except to the extent of the admission of one British Director to the Board of the Company. He felt some doubt whether the Syndicate's American associates fully appreciated the position. Without His Majesty's Government good will and support they could not obtain or work this Concession at all. As the price of that good will, His Majesty's Government had laid down certain entirely reasonable conditions. These, he was satisfied, represented the minimum requirements of His Majesty's Government. The fourth condition, that in regard to the appointment of a British local Manager, was as much in the interest of the Company as of His Majesty's Government, although the latter attached the greatest possible importance to this condition. Possibly the American group did not realise that had it not been for the services rendered by Great Britain in the Persian Gulf during the last hundred years, there could have been no question to-day of working an oil concession in those areas. This country, by sacrifice of men and money, had made the Gulf safe for enterprises of this character, and they had every right to impose such conditions on the conduct of commercial enterprises in those regions as they considered necessary in the furtherance of their policy of pacification and the promotion of prosperity in the Gulf States.

Mr. JANSON said that all this had been explained to the American group on more than one occasion, but that they apparently felt that as they were providing all the capital they should " call the tune."

Sir JOHN SHUCKBURGH asked to which of the four conditions the Americans attached the greatest importance. Mr. JANSON replied that undoubtedly his American associates

attached the greatest importance to condition (*d*). He thought it possible that if this could be settled to the satisfaction of both parties the remaining three conditions could be disposed of with less difficulty. The Americans apparently had a very low opinion of the managerial abilities of British subjects They regarded the control of the local operations as the vital consideration in the successful production of oil, and they were not prepared that this control should be delegated to a British subject or to a person without the highest technical qualifications. Their local Manager must, in their opinion, be an official in whom they had full confidence. They were aware of no British subject who would satisfy this requirement.

Major HOLMES asked whether it would satisfy His Majesty's Government if it were laid down that no representative of the Company should approach the Shaikh except through the British Political Agent at Bahrein.

Sir JOHN SHUCKBURGH said that it was essential that a British subject should be the chief local representative of the Company. He must be the Company's " Number One " in Bahrein. It was, he thought, a matter of indifference to His Majesty's Government whether or not he had any control over the technical operations of the Company. The relations between the British Manager and the official in charge of the technical operations was a matter of internal arrangement within the Company, and one with which His Majesty's Government were not concerned. But it was, from their point of view, essential that the Company's official charged with responsibility for all dealings with the Shaikh and the local authorities should be a British subject and should, nominally at least, be the chief local representative of the Company. He would have thought that such an arrangement was in the interest of the Company themselves. His Majesty's Government would, he thought, be perfectly satisfied if Major Holmes were appointed as the Company's local Manager at Bahrein. If the American group were so averse from agreeing to the principle of the appointment of a British subject, could it not be mutually agreed that Major Holmes should be the first local General Manager, and that the appointment of his successor should be subject to the approval of His Majesty's Government.

Major HOLMES said that, for his part, he would be prepared to accept the post, and he thought it possible that such an appointment would be acceptable to the American group. In conversations which he had had with Mr. Wallace, who virtually controlled the American group, he gathered that he had won the latter's confidence. Indeed Mr. Wallace had on one occasion pressed him to take up an important appointment on behalf of the group in Venezuela. It was finally agreed that the Syndicate should tentatively suggest to their American associates the adoption of the following variant of condition (*d*), and ascertain whether it would be acceptable. They would make it clear that this variant had not been accepted by His Majesty's Government and could not be so accepted without further reference to the interested Government Departments :—

> " There shall at all times be a local General Manager who shall be approved by His Majesty's Government. He shall be the Chief Representative of the Company in Bahrein and shall be responsible for all relations with the local authorities and population. All communication with the Shaikh on behalf of the Company shall be through the British Political Agent. For the first five years after the inception of the enterprise the local General Manager shall be Major Holmes."

In the course of the discussion, it was mentioned to the Syndicate's representatives that His Majesty's Government would require an assurance from the Syndicate that no steps would be taken which would prejudice the position of the proposed site for the landing ground and sea-plane station, the precise location of which would be communicated to them in the near future. The Syndicate's representatives said that they did not anticipate any difficulty with their American associates on this score, and they promised to mention the matter to the latter at an early date. It was agreed that in any letter sent to the Syndicate setting out the conditions governing the assignment of the Concession, a clause to the above effect should be inserted. It was agreed that a further Meeting between representatives of the Colonial Office and of the Syndicate should be held on Thursday, the 8th of August at 3.30 p.m.

Colonial Office,
31st July, 1929.

C. 69035/29 [Nos. 92 and 93].

No. 31.

COLONIAL OFFICE to [1] FOREIGN OFFICE [2] INDIA OFFICE.

[*Answered* [1] *by No.* 32.]

SIR, Downing Street, 3rd August, 1929.

I AM directed by Lord Passfield to refer to the correspondence ending with your letter of the [9th July*] [29th June†] regarding the proposed participation of United States capital in the operation of the Bahrein Concession, and to transmit to you herewith, to be laid before [Mr. Secretary Henderson] [the Secretary of State for India] the record of a discussion‡ on this subject, which took place between representatives of the Colonial Office and representatives of the Eastern and General Syndicate, Limited, on the 19th July.

2. As a result of the discussion then held, a letter was prepared and was on the point of despatch to the Syndicate, setting out the conditions on which His Majesty's Government were prepared to advise the Shaikh of Bahrein to agree to the extension of the Exploration Licence granted to the Syndicate and to the assignment of their Concession of the 2nd December, 1925. A copy of the letter in the form in which it was proposed to address it to the Syndicate is enclosed.§ Before the letter could be despatched, however, Mr. Janson of the Eastern and General Syndicate telephoned to the Colonial Office, asking that the letter should be held up pending further discussion between representatives of his Syndicate and the Colonial Office. He represented that, since the meeting held on the 19th July, he had had an opportunity of discussing with Major Davis, the representative of the American interests concerned, the conditions which His Majesty's Government sought to impose upon the participation of American capital in the enterprise. He asked, therefore, to be given an opportunity to communicate the views of the American group before any letter on the subject was addressed to his Syndicate.

3. This suggestion was accepted and a further meeting was held at the Colonial Office on the 31st July.‖ A brief record of the meeting is appended to this letter. It will be seen that the American representatives are at present not prepared to accept, without qualification, any of the conditions proposed by His Majesty's Government. It became clear in the course of the discussion, that the objection felt by the American group to His Majesty's Government centred upon the fourth condition relating to the appointment of a British subject as the Company's local Manager in Bahrein. As will be seen from the record of the discussion, an alternative version of this condition was tentatively suggested by the Colonial Office representatives, and the representatives of the Syndicate undertook to ascertain the views thereon of their American associates, at the same time making it clear that the revised version would not necessarily be considered acceptable by His Majesty's Government. I am to request that Lord Passfield may be informed at an early date whether [Mr. Secretary Henderson] [Commander Wedgwood Benn] is prepared to concur in the fourth condition in the revised form now suggested.

4. Since the second meeting with the representatives of the Syndicate was held, Mr. Janson of the Syndicate has informed an officer of the Colonial Office by telephone, that as a result of a preliminary discussion with Major Davis, he thought it most unlikely that the American group would be prepared to agree that Major Holmes should be designated " Local General Manager " of the Company, but that he thought it probable that they would accept some such title as " Director," the term " General Manager " being reserved for the official in charge of the technical operations. He thought that the remainder of the fourth condition in its revised form would probably be acceptable to the American group, but the latter might wish to insert some provision making it clear that Major Holmes would have no authority to intervene in the technical operations of the Company.

Lord Passfield would be glad to learn whether [Mr. Secretary Henderson] [Commander Wedgwood Benn] attaches importance to the precise designation to be given to the British official of the Company who will be responsible for conducting negotiations with the Shaikh of Bahrein and the local population, or whether, so long as it is made clear that that official only may have access to the Shaikh and is the responsible representative of the Company for the purpose of all dealings with the

* No. 27. † No 26. ‡ No. 29. § C. 69035/29 [No. 86B]: not printed. ‖ No. 30.

Shaikh and his people, the question of his title may, in [Mr. Secretary Henderson's opinion,] [Commander Wedgwood Benn's opinion,] be regarded as a matter of comparative indifference.

5. Copies of this letter and enclosures are being sent to the Petroleum Department, the Admiralty, War Office, Air Ministry, and the Board of Trade.

I am, &c.,
J. H. HALL.

C. 69035/29 [No. 101].

No. 32.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 34.]

SIR, Foreign Office, S.W.1, 8th August, 1929.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 3rd August,* relative to the conditions which it is proposed to attach to the participation of United States capital in the exploitation of oil in Bahrein.

2. In reply, I am to request you to inform Lord Passfield that the Secretary of State has no objection to offer, so far as his Department is concerned, to the revision of the fourth condition proposed by His Majesty's Government in the manner suggested by the Colonial Office representatives at the meeting of 31st July with representatives of the Eastern and General Syndicate.

3. As regards the question raised in the latter portion of paragraph 4 of your letter, I am to state that Mr. Henderson does not attach importance to the precise designation to be given to the British official of the Company at Bahrein, so long as it is made clear that that official only may have access to the Shaikh and is the responsible representative of the Company for the purpose of all dealings with the Shaikh and his people.

4. Copies of this letter are being sent to the India Office, Petroleum Department, Admiralty, War Office, Air Ministry, and Board of Trade.

I am, &c.,
MONTEAGLE.

C. 69035/29 [No. 102].

No. 33.

NOTE OF A CONFERENCE WITH EASTERN AND GENERAL SYNDICATE LIMITED, 8TH AUGUST, 1929.

As arranged on the 31st of July, a further meeting was held at the Colonial Office on Thursday, the 8th of August, between Mr. Janson and Major Holmes, of the Eastern and General Syndicate, and Sir John Shuckburgh.

Mr. Williams, Mr. Hall, and Mr. Bigg were also present.

Mr. Janson handed to Sir John Shuckburgh a summary, which had been received from New York by telegram, of the comments made by the American group upon the proposals put forward on behalf of His Majesty's Government at the meetings held on the 19th and 31st of July. This summary, which was practically identical with the views expressed by Mr. Janson on the 31st of July, read as follows:—

(*a*) A Canadian Company is essential on account of taxation and easy location for Managing Director to attend Board Meetings.

(*b*) The Managing Director and/or Chairman cannot be British, as Americans are providing all the capital and the Gulf Oil Company have no foreign representatives on any of their Boards.

(*c*) The Americans agree one Director to be British out of five, but he may only hold his qualification shares.

* No. 31.

(*d*) The Americans agree that a person satisfactory to the British Government would be employed with title of—

Special Delegate,
Special Agent,
Foreign Representative or
Special Representative,

of the Company, who would directly handle with the Shaikhs under consultation with the British Political Agent all matters of business nature necessary to be taken up with the Shaikhs and also all matters of Political or Diplomatic nature to be taken up with the Shaikhs. In all such business matters such . . . . would be guided by advice and suggestions of Local Manager of the Company, but as respect all Political or Diplomatic matters involving policy such . . . . would be guided by advice and suggestions of the Home Office of the Parent owning Company.

(*e*) The Americans agree that as many British shall be employed in the Company as consistent with the efficient working of the property.

Sir John Shuckburgh again warned the representatives of the Syndicate that no modification of the conditions communicated to them on the 19th of July could be agreed to without consultation with the other interested Departments of His Majesty's Government, and that any modification tentatively agreed upon in the course of the present conversations would have to be referred to those Departments for concurrence.

In Sir John Shuckburgh's view, condition (*d*) was the most important condition, both from the point of view of the American group and from that of His Majesty's Government, and this condition was therefore discussed in the first instance.

Mr. Janson explained that the American group had not felt able to accept in its entirety the variant of this condition proposed at the Meeting of the 31st of July. They had expressed their readiness to agree to the appointment of Major Holmes as their local representative in Bahrein for the purpose of conducting business with the Shaikh of Bahrein, in consultation with the Political Agent, but they were not prepared to confer upon him the title of Local General Manager or Manager, or to allow him to control in any way the technical operations of the Company in Bahrein; nor were they prepared at this stage to conclude a contract with Major Holmes for a period of five years, as until they had commenced operations in Bahrein and had ascertained that oil was to be found there in commercially payable quantities, they were not in a position to say whether their operations in Bahrein would extend over so long a period as five years.

Sir John Shuckburgh stated that he appreciated why the American group were unwilling at this stage to give Major Holmes a definite appointment for a period of five years, but that, while the position might be reasonable in so far as related to Major Holmes, it could not be said to be satisfactory from the point of view of His Majesty's Government. In his view it was essential to make it clear that Major Holmes, or whoever else was appointed with the approval of His Majesty's Government as the local representative of the Company for the purpose of their relations with the local authorities in Bahrein, was the chief representative of the Company in Bahrein, and was the only representative of the Company who was empowered to deal with those authorities. It was also essential that his appointment should be for a definite period of five years in the first instance, or for such lesser period as the Company might continue to conduct its operations in Bahrein. If the Company discontinued operations, the need for the appointment obviously ceased; but it was necessary to provide against a different contingency, viz.:—that the Company might, at an early stage in the proceedings, and without any question arising of a discontinuance of operations, remove the representative approved by His Majesty's Government and invite our concurrence in the appointment of a successor about whose suitability it might be difficult for us to satisfy ourselves. It was as much in the interests of the Company as of His Majesty's Government that the chief local representative of the Company should be *persona grata* with His Majesty's Government, and also with the local authorities in Bahrein. We believed that five years' experience would suffice fully to convince the Company of this, and to satisfy them that it was desirable, in their own interests, to continue to employ a suitable British subject as their chief local representative in Bahrein.

Sir John Shuckburgh did not think that there was any need for the chief local representative of the Company to control their technical operations in Bahrein; the question of his relations with the official in charge of the technical operations was entirely a matter for the Company, which need not be mentioned in the conditions governing the assignment of the Concession.

After some discussion it was agreed that condition (*d*) might be redrafted to make it clear that Major Holmes should be appointed as the chief local representative of the Company in Bahrein, and that the Company should be under an obligation to His Majesty's Government to employ him in that capacity for a period of five years in the first instance, or for such lesser period as the Company were operating in Bahrein, and that he should be the only official of the Company who was empowered to deal with the local authorities and population in Bahrein. It was also agreed that the Colonial Office should furnish the Syndicate with a reasoned explanation of the circumstances which rendered it essential to impose this condition.

As regards the remaining conditions, it was agreed that in all the circumstances, the contention of the American group that they should not be required to register a fresh Company in this country might be regarded as reasonable; and it was suggested as an alternative that, if His Majesty's Government agreed that the Company formed to take over the concession should remain registered in Canada, the Company on their part should agree to maintain a registered agency in this country which should at all times be in charge of a British subject, who should be the recognised channel of communication between the Company and His Majesty's Government in the United Kingdom.

It was also agreed that if the Company was to remain registered in Canada and to be presided over by the Chairman of the American group as was proposed, it would be difficult for His Majesty's Government to insist that the Chairman and the Managing Director (if any) of the Company should be British subjects. It was suggested, however, that if His Majesty's Government agreed to waive this condition, and to the appointment of one British Director only out of five as proposed by the American group instead of the larger proportion originally proposed, the American group should be requested to agree that the British member of the Board of Directors of the Company should be nominated by His Majesty's Government in Canada in consultation with His Majesty's Government in the United Kingdom, and that his salary as Director should be provided by the Company.

With regard to the question of the local employees of the Company other than their chief representative in Bahrein, it was agreed that the formula originally suggested by the Colonial Office was preferable to the alternative suggested by the American group, and should be insisted upon.

It was agreed that the Colonial Office should endeavour to obtain the concurrence of the other interested Departments of His Majesty's Government in the revised conditions now proposed, and, when this had been done, should communicate those conditions to the Syndicate by letter with a full explanation of the reasons which rendered necessary insistence upon condition (*d*).

The representatives of the Syndicate expressed the hope that if, as appeared to be the case, the modifications tentatively suggested represented the extreme limit of the concessions which His Majesty's Government were prepared to make, it would be made clear in the letter communicating the revised conditions that His Majesty's Government would not be prepared to consider any further modification of those conditions. The representatives of the Syndicate considered that, if this was done, their task of endeavouring to induce the American group to accept those conditions would be facilitated. The representatives of the Syndicate did not consider that any useful purpose would be served by further negotiation with Major Davis in this country. They therefore proposed to inform him generally of the result of their conversations at the Colonial Office, and to explain that no further progress could be made in the matter until the other interested Departments of His Majesty's Government, and possibly also the Government of India, had been consulted, and that some further delay was, therefore, inevitable. They hoped that in the circumstances Major Davis would return to the United States to report to his Principals. In any case, Mr. Janson and Major Holmes proposed, on receipt of the promised letter from the Colonial Office, themselves to proceed to the United States in order to negotiate direct with Mr. Wallace, the Chairman of the American group; and they anticipated that, with the explanations to be furnished by the Colonial Office and with those which they themselves would be able to provide, they would find it possible to secure Mr. Wallace's acceptance of the conditions proposed.

It was also agreed that the Colonial Office letter communicating the revised conditions should stipulate that no steps would be taken by the Syndicate or the American group which would prejudice the position of the proposed sites for a landing ground and sea-plane station in Bahrein, the precise location of which would be communicated to the Syndicate as soon as possible.

C. 69035/29 [Nos. 103 and 104].

No. 34.

COLONIAL OFFICE to [1] FOREIGN OFFICE [2] INDIA OFFICE.

[*Answered by Nos.* 35 *and* 37.]

Downing Street, 13th August, 1929.

SIR,

[*To* [1]: I am directed by Lord Passfield to acknowledge the receipt of Foreign Office letter of the 8th of August,*] [*To* [2]: I am directed by Lord Passfield to refer to Colonial Office letter of the 3rd of August,†] regarding the conditions upon which His Majesty's Government in the United Kingdom would be prepared to agree to the participation of United States capital in the exploitation of oil in Bahrein, and to transmit herewith, for the information of [Mr. Secretary Henderson,] [the Secretary of State for India,] a brief record of a further discussion which took place on the 8th of August‡ between repesentatives of the Colonial Office and of the Eastern and General Syndicate, Limited.

2. [Mr. Henderson] [Captain Wedgwood Benn] will observe that the American interests to whom it is proposed that the Syndicate's rights in Bahrein should be transferred, are not prepared to accept in their entirety the conditions communicated to the representatives of the Syndicate on the 19th and 31st of July. As a result of discussion with the representatives of the Syndicate, certain modifications of these conditions have been tentatively agreed upon, subject to the concurrence of the other interested Departments of His Majesty's Government and I am now to enclose the draft of a letter§ embodying the revised conditions which Lord Passfield proposes, subject to [Mr. Henderson's concurrence,] [Captain Wedgwood Benn's concurrence,] to address to the Syndicate.

3. Lord Passfield would be glad to be informed as soon as possible whether [Mr. Henderson] [Captain Wedgwood Benn] concurs in the terms of that draft.

4. A similar letter is being addressed to [the India Office] [the Foreign Office] and copies of this letter and of the record of the Meeting held on the 8th of August are being forwarded to the Petroleum Department, Admiralty, War Office, Air Ministry, and Board of Trade.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 110].

No. 35.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 38.]

Foreign Office, S.W.1, 16th August, 1929

SIR,

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 13th August,‖ relative to the conditions upon which His Majesty's Government in the United Kingdom would be prepared to agree to the participation of United States capital in the exploitation of oil in Bahrein.

2. In reply, I am to request you to inform Lord Passfield that the Secretary of State concurs generally in the terms of the letter which it is proposed to address to the Eastern and General Syndicate, Limited. I am, however, to suggest for His Lordship's consideration that it would be desirable to omit from that letter the last sentence in paragraph 2, which reads: "Moreover in view of the predominant position of this country in those regions and the prestige attaching thereto it is highly desirable that the principal representative of the Company should be a British subject." Mr. Henderson apprehends that in the probable event of the correspondence between the Colonial Office and the Syndicate being communicated by the Syndicate's American associates to the United States Government, the inclusion of this sentence would cause the State Department to contest the claim of His Majesty's Government to special privilege in the region of the Persian Gulf, and thus provoke a controversy between this country and the United States which it is important, on political grounds, to

* No. 32. † No. 31. ‡ No. 33. § No. 42. ‖ No. 34.

avoid. It appears to him, moreover, that the argument developed in paragraph 2 of the draft letter is so strong as not to require any allusion to the prestige and predominant position of this country; and he trusts that Lord Passfield will agree to the omission of the sentence in question.

3. Copies of this letter are being sent to the India Office, Petroleum Department, Admiralty, War Office, Air Ministry, and Board of Trade.

I am, &c.,
MONTEAGLE

C. 69035/29 [No. 111].

No. 36.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 19th August, 1929.)

(No. 37.) British Residency and Consulate-General,

Bushire, 19th July, 1929.

SIR,

WITH reference to your despatch Confidential dated the 24th of June, 1929,* I have the honour to forward for the information of His Majesty's Government a copy of my letter No. 289-S. of to-day's date, to the Chief Staff Officer, 'Iraq Command, Royal Air Force, and of its enclosure, on the subject of the aerodrome site at Bahrein.

I have, &c.,
C. C. J. BARRETT,
Lieut.-Colonel,
Political Resident in the Persian Gulf.

Enclosure 1 in No. 36.

No. 289-S. in 1929.

British Residency and Consulate-General,

Bushire, 19th July, 1929.

SIR,

WITH reference to your memorandum No. S. 10437, dated the 25th June, 1929, I have the honour to forward a copy of a report from the Political Agent at Bahrein, No. 90, dated the 15th July, 1929, on the subject of the landing grounds at Bahrein.

2. I am asking the Political Agent at Bahrein to ascertain the rental which the Bahrein Government and Shaikh Sulaiman would charge for the site of the aerodrome, and to report whether by shifting the site slightly to the North and West it would not be possible to obtain sufficient ground free from encroachments.

3. With reference to paragraph 8 of the Political Agent's report, I do not anticipate any development of Khor Kaliya as a harbour in the near future.

4. The position as regards the Eastern and General Syndicate has been explained in despatch dated the 24th May, 1929, from the Colonial Office to the Secretary to the Air Ministry, a copy of which was sent to me and of which you must have received a copy from the Air Council.

5. A copy of this letter is being sent to His Majesty's Secretary of State for the Colonies.

I have, &c.,
C. C. J. BARRETT,
Lieut.-Colonel,
Political Resident in the Persian Gulf.

The Chief Staff Officer,
Air Headquarters,
'Iraq Command,
Hinaidi.

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* C. 69035/29 [No. 73]: not printed.

(Confidential.)

Copy of letter No. 90, dated the 15th July, 1929, from the Political Agent, Bahrein, to the Secretary to the Honourable the Political Resident in the Persian Gulf, Bushire.

Subject: Landing Ground and Sea-plane Station at Bahrein.

I have the honour to refer to your letter No. 235-S. dated the 3rd July and to report as follows:—

There are two landing grounds at Bahrein, one on the plain south of the Shaikh Ali bridge and north of Rifa'a, and another immediately south of His Excellency's palace. The former, which is 5 miles away from the town, was considered too far off and a second was marked out two years ago, and consists of a plot 1,800 feet square.

2. The original landing ground has not been encroached upon but there have been certain encroachments on the present landing ground as will appear from the plan* which I submit. It will be noticed that there are two plots marked A and B which overlap into it, both of which are under cultivation. These plots are now the property of Shaikh Sulman, the eldest son of His Excellency Shaikh Hamad, but the rest of the area enclosed by the 1,800 feet square is Bahrein Government property. The area covered by this landing ground is excellent for agricultural purposes and now that water can be had anywhere in it by sinking wells it has a considerable value, apart from its value as a potential suburb of Manama.

It would be advisable, therefore, if the Royal Air Force wish to preserve this property intact for their purposes, for them to hire it, from the Bahrein Government, and hire the plots cultivated by Shaikh Sulman in order to complete it, if it does not suit them to purchase; it would in any case be an excellent investment as the land is bound to increase enormously in value. The Bahrein Government would be quite willing to hire it for a period of years, I feel certain, but it will be seen that it will not be possible to arrange for the 400 yards clear in each direction as desired by the Royal Air Force, for gardens have already been built up to the edge in one or two places, though in others there is a space of some 200-300 yards. It would have to be stipulated in the lease that the present open ground round the 1,800 feet enclosure should not be built on or cultivated, and this would no doubt add slightly to its price.

4. It should be noted that in demarcating this area and also the former landing ground, the Bahrien Government did not consider that they were conveying to the Royal Air Force any title to the land, nor as a matter of fact have they done so. If it is considered that this site is unsuitable, no doubt others could be found, but they will be at least 3-4 miles away, as for instance east of the Tombs on the Rifa'a road, near Jidhafs on the Budaiyya road or else on Muharraq island. The present situation will probably be preferred owing to its proximity to the proposed buildings on the sea shore near the sea-plane station.

5. As regards the possible construction of the Eastern and General Syndicate. They have at present an Exploration Licence and will no doubt apply for a prospecting licence, and in due course for a mining licence. Under the latter they have "the right . . . to construct pipe lines, refineries, and storage tanks, railway wharves, and jetties, tramways, roads, buildings, machinery, and telegraph apparatus of all kinds in any part of the territory of the Shaikh so far as may be necessary for their business." According to this clause they could presumably erect a refinery in the middle of the aerodrome The only space they have so far intimated as likely to be necessary for refineries, wharves, &c., is that part "south-east from the bridge known as Radam al Kauri (Shaikh Ali's bridge) a distance of 4 miles along the coast, and two miles inland from the high-water mark. No part of this area lies north of the Radam al Kauri. It extends to a point opposite the southernmost point of Sitra island." This area I have marked in red in my tracing, but according to my calculations this makes a distance of more than four miles, though none of this would interfere with either the present, the late landing ground or the sea-plane harbour. The former is on the north side of the harbour, and as regards the latter, these constructions could not be any higher than the date trees which at present fringe the lagoon. Their idea in selecting this site is to have proximity to a deep-water harbour for loading their tankers and unloading their heavy machinery.

6. When it is definitely known that the Eastern and General Syndicate are desirous of renewing their Concession, His Excellency might insert a clause providing

* Not reproduced.

that the landing ground, wherever it may be, should be kept clear of buildings, &c., provided of course that the Royal Air Force are able to make up their minds as to their requirements.

7. As regards the sea-plane anchorage, I do not consider that the activities of the Syndicate, even the development of wharves and a deep-water harbour further south along the coast, can have any effect upon its usefulness, and I do not think Shaikh Hamad would consider it necessary for this to be leased as it is of no commercial value to the State. I understand, also, that he is willing to gift the Royal Air Force or the Political Agent on their behalf, a site for a building on the shore to the north of the anchorage free of any charge.

8. In the event of the Bahrein Government or His Majesty's Navy developing Khor Kaliya as a harbour, the present aerodrome would undoubtedly be required for building as the whole town would be re-oriented.

C. 69035/29 [No. 122].

No. 37.

INDIA OFFICE to COLONIAL OFFICE.

SIR, Whitehall, London, S.W.1, 23rd August, 1929.

IN reply to Mr. Williams's letter of the 13th August,* regarding the conditions upon which His Majesty's Government in the United Kingdom would be prepared to agree to the participation of United States capital in the exploitation of oil in Bahrein, I am directed by the Secretary of State for India to forward, for the information of the Secretary of State for the Colonies, copy of the telegraphic correspondence† with the Government of India and with the Political Resident in the Persian Gulf noted in the margin.

From Secretary of State to Viceroy, repeated to Political Resident, dated 15th August.
From Political Resident, dated 19th August.
From Viceroy, dated 20th August.
From Political Resident, dated 21st August.

2. In the light of the views expressed by the Indian authorities concerned, Mr. Secretary Benn concurs generally, subject to the verbal modification referred to in paragraph 3 below, in the draft letter proposed to be addressed to the Syndicate. The Secretary of State desires, however, to invite particular attention to the Viceroy's suggestion that it is desirable that the Shaikh of Bahrein should himself insist on transactions with the Company passing through the Political Agent only. It will be seen that Colonel Barrett does not anticipate difficulty in arranging for this. The further suggestion made by the Government of India as to the insertion of a proviso that in case of war or other emergency His Majesty's Government would have a right of pre-emption on the Company's oil is one which would appear also to merit consideration. On a minor point, referred to in Colonel Barrett's telegram of the 19th August, the Secretary of State agrees with the Political Resident that it is desirable to have in view, if possible, a suitable British understudy who might, if necessary succeed Major Holmes as Chief Local Representative in Bahrein.

3. As regards the terms of the draft letter, Mr. Benn, in the light of the arguments employed in Foreign Office letter of 16th August,‡ to the Colonial Office, does not press for the retention of the reference in paragraph 2 to which exception is therein taken. He would, however, suggest in view of the desirability of making clear the special relation in which His Majesty's Government stand to the local Arab Rulers, that, subject to any observations which the Foreign Office may wish to offer, the sentence in question might be amended to run as follows:—"Moreover, in view of the special treaty relations existing between His Majesty's Government and the local Arab Rulers, Shaikh of Bahrein it is highly desirable that the principal representative of the Company should be a British subject."

4. Copies of this letter are being sent to the Foreign Office, Petroleum Department, Admiralty, War Office, Air Ministry, and Board of Trade.

I am, &c.,
P. J. PATRICK.

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* No. 34. † Not printed here. ‡ No. 35.

C. 69035/29 [No. 114].

No. 38.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 40.]

SIR, Downing Street, 29th August, 1929.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 16th August,* regarding the conditions upon which His Majesty's Government in the United Kingdom are prepared to agree to the participation of United States capital in the exploitation of oil in Bahrein.

2. Lord Passfield notes the objection felt by the Secretary of State for Foreign Affairs to the inclusion in the proposed letter to the Eastern and General Syndicate, Limited, of any reference to the predominant position of this country in the Persian Gulf. He considers it important, however, that in order to avoid any future misunderstanding, it should be made clear in the letter to the Syndicate that His Majesty's Government attach importance to the selection of a British subject for the appointment of Chief Local Representative of the concessionaires at Bahrein. He considers it only stage that there is little probability of His Majesty's Government approving the appointment as Chief Local Representative of any person who is not a British subject. In fair that the American interests concerned should be made to realise at an early deference, however, to the views held by Mr. Henderson, Lord Passfield would be willing to substitute the following sentence for that to which Mr. Henderson has taken exception :—

> " Moreover, in view of the long association of this country with the Arab States bordering on the Persian Gulf, it is highly desirable that the principal representative of the Company should be a British subject."

Lord Passfield would be glad to learn at an early date whether Mr. Henderson is prepared to concur in the amended wording now suggested.

3. Copies of this letter are being sent to the India Office, the Petroleum Department, the Admiralty, the War Office, the Air Ministry, and the Board of Trade.

I am, &c.,
O. G. R. WILLIAMS

C. 69035/29 [No. 121].

No. 39.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 41.]

SIR, Downing Street, 2nd September, 1929.

I AM directed by Lord Passfield to refer to Air Ministry letter of the 18th July,† regarding the selection of sites for a landing ground and sea-plane station in Bahrein, and to transmit to you herewith, to be laid before the Air Council, a copy of a despatch‡ on the subject which has been received from the Political Resident in the Persian Gulf.

2. I am to request that Lord Passfield may be informed of the precise location of the site for the landing ground so soon as this has been selected, and to inquire whether the Air Council would see any objection to the Eastern and General Syndicate, Limited, being informed meanwhile of the position of the two alternative sites mentioned in the accompanying despatch, and told that one or other of these sites will be selected.

I am, &c.,
O. G. R. WILLIAMS

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* No 35. † No. 28. ‡ No. 36.

C. 69035/29 [No. 124].

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No. 40.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office. S.W.1, 4th September, 1929.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 29th August,* regarding the conditions upon which His Majesty's Government in the United Kingdom should agree to the participation of United States capital in the exploitation of oil in Bahrein. The Secretary of State has also received a copy of India Office letter of 23rd August,† to the Colonial Office on this subject.

2. Mr. Henderson notes that both Lord Passfield and Mr. Secretary Wedgwood Benn attach importance to the retention, at the end of paragraph 2 of the letter which the Colonial Office propose to address to the Syndicate, of a sentence to the effect that the appointment of a British subject to be the principle representative of the Company in Bahrein is rendered desirable by the special position held by this country in the area concerned, and, in these circumstances he is prepared to agree to the inclusion of such a sentence in the letter. He would, however, prefer that the wording adopted should be that suggested in paragraph 3 of the India Office letter of 23rd August, with the second alternative reading put forward therein, so that the sentence would then run as follows :—

> " Moreover, in view of the special treaty relations existing between His Majesty's Government and the Shaikh of Bahrein, it is highly desirable that the principal representative of the Company should be a British subject." Mr. Henderson trusts that Lord Passfield will be prepared to agree to the use of this formula.

3. In paragraph 2 of the India Office letter referred to above, a suggestion is put forward that the Shaikh of Bahrein, rather than Colonial Office, as has hitherto been contemplated, should himself insist on all transactions with the Company passing through the Political Agent only. Mr. Henderson sees no objection to this proposal, but presumes that Lord Passfield and Mr. Wedgwood Benn are satisfied that, should the Shaikh subsequently waive this stipulation, it would still be open to His Majesty's Government to insist upon it.

4. As regards the further suggestion put forward in paragraph 2 of the India Office letter, for the insertion of a proviso that in case of war or other emergency His Majesty's Government should have a right of pre-emption on the Company's oil, the Secretary of State is inclined to doubt the advisability of raising an issue of this kind at so late a stage of the negotiations. Apart from the fact that the value of such a condition would in any case appear to be open to considerable question, any attempt to secure its acceptance at this stage would probably arouse much unreasonable suspicion in American quarters, and could only complicate an already sufficiently protracted and difficult negotiation.

5. In view of the desirability of obtaining an early settlement of this question I am to express the hope that, if Lord Passfield concurs in the above views, it may prove possible to despatch the proposed letter, as amended, to the Syndicate at an early date.

6. Copies of this letter are being sent to the India Office, Admiralty, War Office, Air Ministry, Board of Trade, and Petroleum Department.

I am, &c.,
G. W. RENDEL.

C. 69035/29 [No. 137].

No. 41.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

SIR, Air Ministry, London, W.C.2, 13th September, 1929.

I AM commanded by the Air Council to refer to Colonial Office letter dated the 2nd September, 1929,‡ transmitting a copy of a despatch, with enclosures, from the Political Resident in the Persian Gulf relative to the selection of sites for a landing ground and sea-plane station at Bahrein.

In reply I am to acquaint you, for the information of the Secretary of State for the Colonies, that the question whether both aerodrome sites will be required is now

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* No. 38. † No. 37. ‡ No. 39.

under consideration and that in the meantime the Council have no objection to the Eastern and General Syndicate Limited being informed of the position of both sites and told that one or both of these sites will be selected.

I am, &c.,
S. DANNREUTHER.

C. 69035/29 [No. 125].

No. 42.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

[*Answered by Nos.* 44 *and* 45.]

SIR, Downing Street, 16th September, 1929.

I AM directed by Lord Passfield to refer to the conversations with Mr. Janson and Major Holmes which took place at the Colonial Office on the 8th of August last, and to inform you that His Majesty's Government have had under consideration the question of the conditions upon which they would be prepared to advise the Shaikh of Bahrein further to extend the period of the Exploration Licence granted to the Eastern and General Syndicate in virtue of the Agreement concluded between the Syndicate and the Shaikh on the 2nd of December, 1925, and to agree to the assignment of the Syndicate's rights under that Agreement to a new Company controlled by American interests. Those conditions are as follows:—

(*a*) That the Company formed to take over the Concession from the Syndicate shall be and remain a British Company registered in Canada but shall maintain a registered office in Great Britain which shall at all times be in the charge of a British subject who shall be the recognised channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

(*b*) That of the five Directors of the Company one Director shall at all times be a British subject who shall be a Government nominee, and whose salary as Director shall be provided by the Company.

(*c*) That the Company shall at all times maintain in Bahrein an official to be called the "Chief Local Representative" of the Company whose appointment shall be approved by His Majesty's Government in the United Kingdom and who shall be the sole representative of the Company empowered to deal direct with the local authorities and population in Bahrein. All communications which that official may desire on behalf of the Company to address to the Shaikh of Bahrein shall be made through the British Political Agent in Bahrein. For the first 5 years after the Company starts to operate in Bahrein, or for such lesser period as the Company may operate in that territory, their Chief Local Representative shall be Major Frank Holmes.

(*d*) That as many of the employees of the Company in Bahrein as is consistent with the efficient carrying on of the undertaking, shall at all times be British subjects or subjects of the Shaikh of Bahrein.

2. I am to explain that His Majesty's Government in the United Kingdom attach great importance to the acceptance of these conditions and are not prepared to agree to their modification. The third of these conditions, which is essential to the harmonious working of the enterprise, is imposed as much in the interests of the operating Company as of His Majesty's Government. In the opinion of His Majesty's Government and with the local authorities in Bahrein, but also familiar with the exploited, the relations between the Company engaged in such exploitation and the local authorities and population in Bahrein should be maintained upon a satisfactory and friendly basis. To secure this end, it is absolutely necessary, in the view of His Majesty's Government, that there should be no doubt in the minds of such local authorities and population as to who is the Chief Local Representative of the Company and that such local representative should be not only *persona grata* with His Majesty's Government and with the local authorities in Bahrein, but also familiar with the conditions prevailing in the Arabian littoral of the Persian Gulf Moreover, in view of the special treaty relations existing between His Majesty's Government and the Shaikh of Bahrein it is highly desirable that the principal representative of the Company should be a British subject.

3. His Majesty's Government also desire to receive an assurance from the Syndicate that neither the Syndicate, nor the Company to which it is proposed that the rights of the Syndicate should be assigned, will take any steps which would

prejudice the position of the proposed sites for a landing ground and sea-plane station in Bahrein, the precise location of which will be communicated to the Syndicate as soon as possible.

4. If the Syndicate are prepared to accept the conditions referred to above and to furnish the assurance referred to in the preceding paragraph, His Majesty's Government will be prepared to advise the Shaikh of Bahrein further to extend the period of the Exploration Licence granted to the Syndicate in virtue of the Agreement concluded between the Syndicate and the Shaikh on the 2nd of December, 1925, and to agree to the assignment of the Syndicate's rights under that Agreement to the new Company, the assignment to be a formal document and to be made expressly subject to the above conditions and to contain provision for the cancellation of the Concession upon any breach of those conditions.

5. Lord Passfield would be glad to be informed in due course whether the Syndicate are prepared to accept those conditions.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 138].

No. 43.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE.

[*Answered by No.* 44.]

(Confidential.)

SIR, Downing Street, 20th September, 1929.

I AM directed by Lord Passfield to refer to the third paragraph of Colonial Office letter of the 16th of September,* and to inform you that the proposed sites for landing grounds in Bahrein to which reference is made in that paragraph are situated one on the plain south of the Shaikh Ali Bridge and north of Rifa'a and the other immediately south of the palace of His Excellency the Shaikh of Bahrein at Manama. The question whether both of these aerodrome sites will be required is now receiving consideration and you will be informed in due course of the position and extent of the site or sites selected and also of the position of the sea-plane station.

I am, &c.,
O. G. R. WILLIAMS.

C. 69035/29 [No. 140].

No. 44.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

SIR, 19, St. Swithin's Lane, London, E.C.4, 24th September, 1929.

I AM desired to thank you for your letters of the 16th* and 20th instant,† the former setting out the terms upon which His Majesty's Government would be prepared to advise the Shaikh of Bahrein further to extend the period of the Exploration Licence granted to the Eastern and General Syndicate in virtue of the Agreement concluded between the Syndicate and the Shaikh on the 2nd of December, 1925, and to agree to the assignment of the Syndicate's rights under that Agreement to a new Company controlled by American interests.

The conditions submitted by you are now under consideration by our American friends and I am to say that arrangements are being made for Mr. E. W. Janson and Major Frank Holmes to proceed to America at the earliest possible moment in order that your letters and the views you have expressed in interviews with those gentlemen may be submitted and discussed personally with the principals of the American interests.

I note the contents of your letter of the 20th instant in reference to the site or sites for the landing ground in Bahrein, and await your further letter on this subject as promised.

I am, &c.,
H. T. ADAMS,
Secretary.

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* No. 42. † No. 43.

C. 69035/29 [No. 149].

No. 45.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

[*Answered by No.* 46.]

19, St. Swithin's Lane,
London, E.C.4, 6th November, 1929.

SIR,

I WRITE to say that Mr. E. W. Janson and Major Frank Holmes have now returned from America, and, at the former's request, I enclose herewith original letter, dated 24th October, 1929, from the Eastern Gulf Oil Company to us, which forms the reply to your letter to us of the 16th September, 1929.*

I am, &c.,
for EASTERN AND GENERAL SYNDICATE LIMITED,
H. T. ADAMS,
Secretary.

Enclosure in No. 45.

Eastern Gulf Oil Company, Frick Building Annex,
Pittsburgh, Pa., 24th October, 1929.

Eastern and General Syndicate Limited,
19, St. Swithin's Lane,
London, E.C.4,
England.

GENTLEMEN,

REFERRING to the letter from the Under-Secretary of State, Colonial Office, dated 16th September, 1929, copy of which you have furnished us, dealing with the Bahrein Concession of 2nd December, 1925.

Such letter has been the subject of most careful and detailed discussions between Mr. Janson, Major Holmes, and the representatives of the Bahrein Petroleum Company Limited, the Canadian Company (Standard Oil Company of California), and Eastern Gulf Oil Company, here in New York. The viewpoint of the Colonial Office, as therein outlined, has been reviewed in detail, and we believe we understand fully its position in the matter and its reasons therefor.

At the outset, we wish to express our sincere appreciation of the consideration given this matter by the Colonial Office. We can assure you and the Colonial Office that in the conduct of our operations in Bahrein, and like localities we will endeavour to do nothing to cause embarrassment to His Majesty's Government, or impair in any way its prestige. The exercise of good business judgment would prompt no other course. It is a definite fixed policy of both the Standard Oil Company of California and of the Gulf Oil Corporation that neither they, nor any of their subsidiaries, officials and employees, engaged in operations in foreign fields, involve themselves in the political activities of the respective foreign countries. We enter such fields on a purely business and commercial basis.

We wish, as far as possible, to meet the Colonial Office conditions outlined in its letter of 16th September, 1929. However, the sound management and control of the business organisation demands that certain of the points developed by the Colonial Office be clarified, and, if we understand correctly the purposes and intents of the Colonial Office, then we do not believe the Colonial Office will have any objection but, on the other hand, will agree that our requests are just and reasonable.

Saving as below pointed out, the Colonial Office letter of 16th September, 1929, is satisfactory to us. The following are the conditions, and paragraph 4, of the Colonial Office letter which we ask to be clarified by being rewritten as they appear below :—

(*b*) That of the five Directors of the Company, one Director shall at all times be a British subject who shall be *persona grata* to His Majesty's Government and whose salary as Director shall be provided by the Company.

(*c*) That the Company shall at all times maintain in Bahrein an official to be called the "Chief Local Representative" of the Company whose appointment shall be approved by His Majesty's Government in the United Kingdom, and who shall be the sole representative of the Company empowered to deal direct with the local authorities and population in Bahrein. All communications

* No. 42.

which that official may desire on behalf of the Company to address to the Shaikh of Bahrein shall be made through the British Political Agent in Bahrein. For the first 5 years after the Company starts to operate in Bahrein, or for such lesser period as the Company may operate in that territory, their Chief Local Representative shall be Major Frank Holmes, provided the arrangement between the Company and Major Holmes continues to be mutually satisfactory to them during such five years, or such lesser period above mentioned.

4. If the Syndicate are prepared to accept the conditions referred to above and to furnish the assurance referred to in the preceding paragraph, His Majesty's Government will be prepared to advise the Shaikh of Bahrein further to extend to 2nd December, 1930, the period of the Exploration Licence granted to the Syndicate in virtue of the Agreement concluded between the Syndicate and the Shaikh on the 2nd of December, 1925 (the respective periods of the Prospecting Licence and Mining Lease to be extended accordingly), and to agree to assignment of the Syndicate's rights under that Agreement to the new Company. The assignment shall be a formal document and shall be made expressly subject to the above conditions and shall contain provision for the cancellation of the assignment, and reversion of the concession back to the Eastern and General Syndicate Limited, upon any breach of those conditions in the event that the Company within a reasonable time should fail to cure any such breach.

We request these revisions in order to be certain of our position and to prevent misunderstanding in the future. They involve no vital variation from the essence of the desires of the Colonial Office, and, as stated, have been prompted by sound business reasons.

As regards condition (*b*), it is essential that any Company have a voice in the designation and election of the Board of Directors. It is requisite that the Director who is a British subject be *persona grata* with His Majesty's Government. It is essential to the Company to maintain good relationship with His Majesty's Government. Consequently, it is only good business from the Company's viewpoint that the British Director be selected with great care, inasmuch as it is contemplated that he may be called upon in connection with matters which may arise necessitating discussion with His Majesty's Government. On the other hand, it is also necessary that the Company have as such director, a British subject who will work in cordial co-operation with other members of the Board and with the Company's officials.

As respects condition (*c*), we believe the intent of the Colonial Office, and its wishes are fully set forth in the first two sentences of condition (*c*). However, it is not good business practice to agree to the appointment of a certain individual for a fixed number of years for any given important post in the operations of any company. It is difficult to foresee the conditions which may arise in the course of a man's employment. For personal reasons, he may wish or have to sever his relations with the Company, on account of his health, for example. He may have to have a protracted leave of absence during the course of which his post would be vacant. The Company feels justified in requiring greater latitude in this connection. The foregoing is not to be construed as questioning Major Holmes for the designation of "Chief Local Representative." Both our American companies, in fact, have the highest and most sincere regard for Major Holmes and are convinced that he is the best man available for the post on account of his proved abilities. We doubt if a better man could be chosen from our own organisations. However, we do not feel that we should be called upon to now agree definitely on one man, whoever he may be, to fill that position for a fixed number of years regardless of the contingencies that may arise.

As respects paragraph 4, in view of the fact that the Eastern and General Syndicate and ourselves have practically lost one year due to these questions, we feel that it should be made clear that the one year extension of the Exploration Licence runs to 2nd December, 1930. Careful thought must be given to the problem of initiating a campaign of operations in a remote region such as that of the Bahrein Islands with ensuing time consumed in reconnaissance work, ordering and shipping material to the locality, assembling it there, and actually initiating operations. Major Holmes has assured us that there will be no objection on the part of the Shaikh of Bahrein on this score. Regarding the revision in the last sentence of paragraph 4, the Colonial Office will no doubt appreciate our position. The Eastern and General Syndicate Limited, has a continuing royalty interest on oil produced. Breach by the Company, of any of the Colonial Office's conditions, rather than causing cancellation of the concession itself, should be penalised by cancellation of the assignment from the Eastern and General Syndicate Limited, to the Bahrein Petroleum Company Limited. Otherwise,

the continuing interests and rights of the Eastern and General Syndicate would be placed in jeopardy. The conditions on which the Concession of 2nd December, 1925, can be forfeited are in it stipulated and have long since been approved by the Colonial Office. Further, the Company must have a reasonable time within which to cure any breach, which may have occurred, of the conditions imposed by the Colonial Office. The posts of the British representative under condition (*a*), of the British Director, and of Chief Local Representative could not always be filled immediately in the event one or more of these officials should die or leave the Company for any reason. Reasonable time should be allowed the Company in this connection, as these men must be carefully selected.

In summary, we may state reasonable latitude is inherent to the wishes of the Colonial Office rather than hard and fast rules, especially when incorporated in a written document.

We note that the letter of the Colonial Office of 16th September is confined to the present Bahrein Concession of 2nd December, 1925, and, consequently, the understanding, which you will no doubt reach shortly with the Colonial Office, will be applicable particularly to such concession. However, it is our understanding that your negotiations with the Shaikh of Bahrein for the remainder of the territory and territorial waters under his dominion have reached such a status that similar understanding with the Colonial Office will be necessary with respect thereto in the near future. Major Holmes has told us that after he had discussed such additional concession with the Political Agent in Bahrein and the Advisers of the Shaikh, during the months of May and June, 1928, and had, in effect, agreed upon the terms thereof with some slight adjustments—the rental and royalties, however, being on the same terms as the 2nd December, 1925, Concession—the then acting Financial Adviser to the Shaikh of Bahrein made the suggestion, that such rentals and royalties under the additional concession be increased materially. Inasmuch as this additional concession would embrace an area of land slightly in excess of one-half the original concession of 2nd December, 1925, and inasmuch as the additional concession would be in large part cover water, we feel that in agreeing to make the rentals and royalties the same as under the 2nd December, 1925, concession, a liberal offer has been made to the Shaikh. We believe the Colonial Office will, in justice, take this fact into consideration and that you might stress these points with the Colonial Office when the occasion arises, and that the reasonableness of our offer will cause the Colonial Office, through its agencies, to advise the Shaikh of Bahrein to grant the additional concession upon substantially the same terms and conditions as the 2nd December, 1925, concession. It must be borne in mind in this connection that the Colonial Office fixed the terms and conditions of the 2nd December, 1925, Concession, and advised the Shaikh to grant same on such terms and conditions, and they were eventually embodied in the concession itself as signed without alteration by the Shaikh and countersigned by His British Majesty's Political Agent in Bahrein.

In conclusion, we would like again to express our appreciation to you for the manner in which you have conducted your discussions with the Colonial Office on behalf of our mutual interests, and we cannot help but feel that you will shortly consummate this matter with the Colonial Office to its satisfaction as well as to that of yourself and ourselves.

Yours, &c.,
F. A. LEOVY.

C. 69035/29 [No. 181].

No. 46.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE, LIMITED.

[*Answered by No.* 49.]

Downing Street, 3rd January, 1930.

SIR,

I AM directed by Lord Passfield to inform you that he has had under consideration, in consultation with the other interested Departments of His Majesty's Government, the letter addressed to the Eastern and General Syndicate by the President of the Eastern Gulf Oil Company, which was enclosed in your letter of the 6th of November last,* and which is returned to you herewith. His Majesty's Government note that the Eastern Gulf Oil Company are prepared to accept, save in so far

* No. 45.

as the specific points referred to in their letter of the 24th of October* are concerned, the conditions set out in Colonial Office letter of the 16th of September last.†

2. As regards the specific points referred to in the Eastern Gulf Oil Company's letter of the 24th of October, I am to make the following observations:—

(1) Having regard to the considerations referred to in the seventh paragraph of the Eastern Gulf Oil Company's letter of the 24th of October, His Majesty's Government are prepared to recognize the right of the Company to have a voice in the designation and election of the British member of the Board of Directors, and to agree that condition (*b*), referred to in paragraph 1 of Colonial Office letter of the 16th of September last should be amended to read as follows:—" (*b*) That of the five Directors of the Company one Director shall at all times be a British subject who shall be *persona grata* to His Majesty's Government. His selection for appointment as Director shall be made in consultation with His Majesty's Government, and his salary as Director shall be provided by the Company."

(2) His Majesty's Government do not regard the proposed addition to condition (*c*) as entirely satisfactory. They would, however, be prepared to agree to the addition suggested by the Eastern Gulf Oil Company subject to the addition of the following further proviso:—

" Provided also that any sooner determination of the appointment of Major Holmes shall be subject to the consent of His Majesty's Government, which shall not be unreasonably withheld."

(3) If the Eastern Gulf Oil Company are prepared to agree to the two amendments suggested above, His Majesty's Government will be prepared to advise the Shaikh of Bahrein to extend to the 2nd of December, 1930, the period of the Exploration Licence granted to the Syndicate. It should be understood, however, that this extension would not affect the periods specified in the agreement of the 2nd of December, 1925, as those for which a Prospecting Licence and Mining Lease could be granted, and that the further extension proposed would, if granted, involve the payment to the Shaikh of a sum Rs. 10,000 in respect of the year ending on the 2nd of December, 1930.

(4) As regards the suggested amendment of the last sentence of paragraph 4 of Colonial Office letter of the 16th of September last, I am to point out that failure on the part of the Company to observe certain of the conditions set out in the first paragraph of that letter could not be remedied even after the lapse of a reasonable time. It should, however, be understood that the Company would be allowed a reasonable time in which to appoint a British member of the Board of Directors, or a Chief Local Representative in Bahrein, in the event of either of those posts falling vacant, and if the Eastern Gulf Oil Company so desire, His Majesty's Government are prepared to agree to the fourth paragraph of the Colonial Office letter of the 16th of September last being amended by the addition thereto of the following words:—" it being understood that a reasonable time shall be allowed for the replacement of the British Director or the Chief Local Representative in the event of either of those posts falling vacant." His Majesty's Government are, however, unable to agree to the suggestion that, in the event of a breach of the conditions prescribed, the Concession should not be cancelled, but should revert to the Eastern and General Syndicate. His Majesty's Government are not prepared to contemplate a partial or limited assignment of the Concession. Any assignment now made must be final and complete, and in such form as to cause the assignees to be definitely substituted for your Syndicate as regards the enjoyment of all benefits and the performance of all obligations under the Concession.

His Majesty's Government are not concerned with the financial arrangements contemplated between your Syndicate and the Eastern Gulf Oil Company in connexion with the proposed assignment, and the question of safeguarding the continuing royalty mentioned in the Company's letter under reference, or of providing financial compensation in lieu thereof, is one for settlement between your Syndicate and the Eastern Gulf Oil Company.

* Enclosure in No. 45. † No. 42.

(5) As regards the suggested extension of the concession to cover the whole of Bahrein, His Majesty's Government consider that this is a separate question which could more properly be discussed when the questions relating to the existing concession have been disposed of. No decision has yet been reached by His Majesty's Government in regard to the application made by your Syndicate for such an extension. It is probable that further consultation with the local authorities will be necessary before a decision is reached on the subject, and, while His Majesty's Government cannot indicate the line which their decision is likely to take, it would be unwise to assume that it will necessarily be favourable. In these circumstances, further delay must be anticipated, and His Majesty's Government feel that the Company will agree with them that, from their point of view also, it is preferable that the two matters should be dealt with separately, and that a settlement of the questions at issue regarding the existing concession should not be delayed until a decision can be taken on the subject of its extension.

3. It must be understood that His Majesty's Government are not prepared to accept any modifications, other than those indicated in the foregoing paragraphs, of the conditions proposed in Colonial Office letter of the 16th of September, 1929, and in the Eastern Gulf Oil Company's letter of the 24th of October, 1929. His Majesty's Government would accordingly be glad to be informed in due course whether the Eastern Gulf Oil Company are prepared to accept these conditions with the modifications indicated above. If the Company are prepared to agree to those modifications His Majesty's Government would be glad to be furnished with a draft of the proposed formal assignment of the rights of the Eastern and General Syndicate to the proposed new Company.

I am, &c.,
O. G. R. WILLIAMS.

C. 79035/30 [No. 1]. PROOF.

No. 47.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 4.9 p.m., 3rd January, 1930.)

TELEGRAM.

[*Answered by No.* 48.]

(Paraphrase.)

No. 4. 3RD JANUARY. Your telegram 31st December.* Money has been (? group omitted ? accepted) since the bank could not hold draft in suspense any longer but Bahrein Government do not know on what account payment has been made

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C. 79035/30 [No. 5].

No. 48.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Confidential.)

Downing Street, 15th January, 1930.

SIR,

I HAVE the honour to refer to your telegram No. 4 of the 3rd of January,† regarding the further payment of Rs. 10,000/- made to the Bahrein Government by the Eastern and General Syndicate Limited, and to transmit herewith, for your information, copies of two letters‡ on the subject received from the Syndicate. You will have learned from my Confidential despatch of the 8th of January,§ of the stage reached in the negotiations with the Syndicate on the subject of the assignment of their rights in Bahrein to American interests. Until those negotiations are completed it will not be possible to say what payments will be due from the Syndicate to the Shaikh of Bahrein, but I assume that the payment of Rs. 10,000/- referred to above has been

* C. 69035/29 [No. 175] : not printed. † No. 47. ‡ C. 69035/29 [Nos. 160 and 168] : not printed.
§ C. 69035/29 [No. 189] : not printed.

made by the Syndicate in anticipation of the satisfactory conclusion of the negotiations and the extension, until the 2nd of December, 1930, of the Licence to explore for oil in Bahrein.

2. I shall of course keep you informed of the progress of the negotiations.

I have, &c.,
PASSFIELD.

C. 79035/30 [No. 9].

No. 49.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

[*Answered by* No. 50.]

SIR, 19, St. Swithin's Lane, London, E.C.4, 30th January, 1930.

WITH reference to your letter of the 3rd instant,* I am instructed by my Directors to send you herewith a copy of a letter dated the 29th instant, from Major H. G. Davis, from which you will see that, subject to the clarification of certain points, the American interests associated with us are now prepared to accept the four conditions " A," " B," " C " and " D " in your letter to this Syndicate, dated the 16th September, 1929,† as modified by your letter of the 3rd instant.

With a view to clearing up the details referred to in Major Davis' letter, and so enabling the matter to be brought to a conclusion, I am desired to ask if you will kindly fix an appointment for an interview with Mr. E. W. Janson and Major Frank Holmes at as early a date as possible.

I am, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

Enclosure in No. 49.

Hyde Park Hotel, Knightsbridge,
London, S.W.1, 29th January, 1930

GENTLEMEN,

I BEG to inform you that I am in receipt of a cablegram dated the 28th of January, 1930, from my Company to the effect that the American interests are now prepared to accept the four conditions " A," " B," " C " and " D " as set forth in the letter of the British Colonial Office dated the 16th of September, 1929, as modified by the letter dated the 3rd of January, 1930, of said Office to the Syndicate, also to give the assurance desired by His Majesty's Government as set forth in paragraph 3 of the letter dated the 16th of September, 1929, of the British Colonial Office, all subject to the satisfactory clarification of paragraph 3 of British Colonial Office letter dated the 3rd of January, 1930, in regard to the course of running of the periods of the three Schedules comprised in the Bahrein Concession Agreement of the 2nd of December, 1925, and in regard to the payment of the sum of Rs. 10,000 to the Shaikh of Bahrein for the year ending 2nd December, 1930, and also subject to the elucidation of paragraph 4 hereunder.

2. The American interests concerned would like the Syndicate to request and to obtain from the British Colonial Office a supplementary letter to the effect that in clarification of paragraph 3 of their letter of the 3rd of January, 1930, the British Colonial Office implies that upon agreement by the said American interests of the two amendments suggested preceding paragraph 3 of the letter of the 3rd of January, 1930, His Majesty's Government will advise the Shaikh of Bahrein to extend to the 2nd of December, 1930, the period of the Exploration Licence granted to the Syndicate, following which the prospecting period will run for two years with the right of extension for two additional years as provided in the Bahrein Concession Agreement of the 2nd of December, 1925, and that the Mining Lease will follow the Prospecting Licence as also provided in the said Bahrein Concession Agreement.

3. With regard to the payment involved to the Shaikh of Bahrein of a sum of Rs. 10,000 in respect of the year ending on the 2nd of December, 1930, the American

* No. 46. † No. 42.

interests wish it understood that the payment referred to is the sum tendered to the State Government of Bahrein on the 2nd of December, 1929, by the Eastern Bank Limited and subsequently accepted by the former as payment by the Syndicate to the Shaikh of Bahrein for the year ending the 2nd of December, 1930, and therefore is a *fait accompli*.

4. A further point of clarification desirable is the one that deals with the maintenance by the Canadian Company of " a registered office " in Great Britain for the purpose cited in Condition (A) of the British Colonial Office letter of the 16th of September, 1929. As the office referred to is to be maintained as the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom and Great Britain, the term " registered " is deemed to be unnecessary. and your Director, Mr. E. W. Janson, has already conveyed to my Company that a verbal understanding has long ago been arrived at by him with the British Colonial Office that the Canadian Company shall maintain " an office " in Great Britain which shall at all times be in charge of a British subject who shall be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Ireland. This verbal understanding between Mr. Janson and the British Colonial Office, it is believed, should at this time be confirmed in the supplementary letter from the British Colonial Office referred to in paragraph 2 hereof.

Yours &c.,
HARRY G. DAVIS.

The Eastern and General Syndicate Limited,
19, St. Swithin's Lane,
London E.C.4.

C. 79035/30 [No. 12].

No. 50.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

Downing Street, 8th February, 1930

SIR,

I AM directed by Lord Passfield to inform you that he has had under consideration your letter of the 30th of January,* enclosing a copy of a letter addressed to your Syndicate by Major H. G. Davis, representing the Eastern Gulf Oil Company. I am to inform you that the interpretation placed by the Eastern Gulf Oil Company upon paragraph 3 of Colonial Office letter of the 3rd of January,† as recorded in paragraphs 2 and 3 of Major Davis's letter, is correct. It is the intention of His Majesty's Government, provided that full agreement is reached upon the subjects dealt with in the present correspondence, to advise the Shaikh of Bahrein to extend to the 2nd of December, 1930, the period of the Exploration Licence granted to the Syndicate, and it was their intention that at the expiration of this Licence, the Prospecting Licence should run for two years, this period being open to extension for a further two years subject to the stipulations of Article IV of the Agreement between the Shaikh of Bahrein and your Syndicate. The Mining Lease would then follow upon the Prospecting Licence in accordance with Article V of the aforesaid Agreement.

2. His Majesty's Government agree that the payment to the Shaikh of a sum of Rs. 10,000 in respect of the year ending on the 2nd of December, 1930, to which reference was made in paragraph 2 (3) of the letter from this Department of the 3rd of January, has, in fact, been made by your Syndicate, and they do not propose to advise the Shaikh that any further payment should be made on this account.

3. As regards the question raised in paragraph 4 of Major Davis's letter, I am to explain that His Majesty's Government fully appreciate that the registered office of the Company formed to operate the Bahrein concession must be situated in Canada, and they have no wish to suggest any alteration of this arrangement. The object of condition (*a*) in paragraph 1 of Colonial Office letter of the 16th of September last,‡ was to secure that the Company should, in addition, open and maintain an office in this country which should at all times be in the charge of a British subject, who should be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

* No 49. † No. 46. ‡ No. 42.

4. If the foregoing explanations are satisfactory to your Syndicate and to the Eastern Gulf Oil Company, I am to suggest that you should forthwith cause to be prepared a draft of the formal document to govern the assignment of the Syndicate's rights under the Bahrein Agreement, and should communicate a copy of the draft to the Colonial Office at an early date for their consideration.

I am, &c.,
O. G. R. WILLIAMS.

C. 79035/30 [Nos. 13-19].

No. 51.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] INDIA OFFICE.
[3] PETROLEUM DEPARTMENT.
[4] AIR MINISTRY.
[5] WAR OFFICE.
[6] BOARD OF TRADE.
[7] ADMIRALTY.

SIR,

Downing Street, 8th February, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department of the 8th of January,* transmitting a copy of a letter addressed to the Eastern and General Syndicate Limited, regarding the proposal to assign the rights of that Syndicate under the Bahrein Oil Concession to an American group, and to enclose, for the information of [Mr. Secretary Henderson,] [The Secretary of State for India,] [Mr. Turner,] [the Air Council,] [the Army Council,] [the Board of Trade,] [the Lords Commissioners of the Admiralty,] copies of further correspondence† on this subject which has passed between the Colonial Office and the Syndicate. I am also to enclose a record of a discussion with representatives of the Syndicate which took place at the Colonial Office on the 6th of February.

Similar letters are being addressed to [*To* [1]: the India Office, the Petroleum Department, the Air Ministry, the War Office, the Board of Trade, and the Admiralty.] [*To* [2]: the Foreign Office, the Petroleum Department, the Air Ministry, the War Office, the Board of Trade, and the Admiralty.] [*To* [3]: the Foreign Office, the India Office, the Air Ministry, the War Office, the Board of Trade, and the Admiralty.] [*To* [4]: the Foreign Office, the India Office, the Petroleum Department, the War Office, the Board of Trade, and the Admiralty.] [*To* [5]: the Foreign Office, the India Office, the Petroleum Department, the Air Ministry, the Board of Trade, and the Admiralty.] [*To* [6]: the Foreign Office, the India Office, the Petroleum Department, the Air Ministry, the War Office, and the Admiralty.] [*To* [7]: the Foreign Office, the India Office, the Petroleum Department, the Air Ministry, the War Office, and the Board of Trade.]

I am, &c.,
O. G. R. WILLIAMS

Enclosure 3 in No. 51.

NOTE OF AN INTERVIEW AT THE COLONIAL OFFICE WITH THE REPRESENTATIVES OF THE EASTERN AND GENERAL SYNDICATE LIMITED, DATED 6TH FEBRUARY, 1930.

MR. JANSON, Major Holmes, and the Syndicate Solicitor, Mr. Pott (of Messrs. Holmes, Son and Pott), called at the Colonial Office by appointment on the 6th of February, and were seen by Mr. Williams, Mr. Bushe, and Mr. Hall. The points raised in Major Davis's letter to the Syndicate, a copy of which accompanied the Syndicate's letter of the 30th of January, were discussed. It was agreed that the interpretation placed by Major Davis, in paragraphs 2 and 3 of his letter, upon paragraph 3 of the Colonial Office letter of the 3rd of January, represented the intentions of His Majesty's Government, and that the explanations asked for by Major Davis on behalf of the Eastern Gulf Oil Company could be given without involving any altera-

* C. 69035/29 [Nos. 182 to 188]: not printed. † Nos. 49 and 50.

tion of the position taken up by His Majesty's Government. Paragraph 4 of Major Davis's letter was then discussed. Mr. Janson explained that the doubts which were present in the mind of the Eastern Gulf Oil Company were to be explained by ignorance of the requirements of the English Companies Act, which required the registration of any agency set up in this country. The Company apparently feared that if their agency in London were "registered," this would involve the payment of income tax in the United Kingdom. They also seemed to fear that the intention underlying our condition was to secure that the main office of the Company should be situated in London, and that their principal business should be transacted there. He had assured the American interests that His Majesty's Government had no such intention, and that their only wish was that the Company should maintain an office or agency in this country under a British subject, through whom all communications between His Majesty's Government and the Company should be addressed Mr. Janson was informed that he had rightly interpreted the wishes of His Majesty's Government, and it was agreed to assure the Eastern Gulf Oil Company that His Majesty's Government realized that the registered office of the Candian Company must be situated in Canada, and that all they wanted was that the Canadian Company should open an office in this country, which should be in the charge of a British subject, who should be the recognized channel of communication between the Company and His Majesty's Government.

The precise nature of the formal instrument governing the assignment of the Syndicate's rights under the Bahrein Agreement was then discussed. It was agreed that this should take the form of a tripartite deed, to be signed by or on behalf of the Shaikh of Bahrein, the Eastern and General Syndicate, and the Eastern Gulf Oil Company, and that in this document the Shaikh should confirm the assignment, subject to the conditions set out in Colonial Office letters of the 16th of September and the 3rd of January, and the Company should covenant to carry out those conditions, which conditions should be made expressly subject to the penalty provisions of Article VII of the Agreement of the 2nd of December, 1925, and Article XI of the Mining Lease scheduled thereto.

It was agreed that a reply should be sent by the Colonial Office to the Syndicate's letter of the 30th of January, conveying the assurances asked for in Major Davis's letter, and that in the meantime Mr. Pott would prepare a draft of the proposed Deed would agree it with Messrs. Freshfields (who are representing the interests of the Eastern Gulf Oil Company), and would then communicate the draft to the Colonial Office for their approval.

C. 79035/30.

No. 52.

NOTE OF AN INTERVIEW WITH THE REPRESENTATIVES OF MESSRS. HOLMES, SON AND POTT AND MESSRS. FRESHFIELDS, DATED 17TH FEBRUARY, 1930.

MR. POTT (Messrs. Holmes, Son and Pott), accompanied by Mr. Ballantyne of Messrs. Freshfields, called this morning by appointment, and was seen by Mr. Bushe, Mr. Williams, and Mr. Hall. Mr. Williams had to withdraw before the meeting terminated. Mr. Ballantyne, who is acting on behalf of the Eastern Gulf Oil Company, explained that he had been discussing with Mr. Pott the question of the form of Deed in which the conditions imposed by the Colonial Office upon the assignment of the Eastern and General Syndicate's rights under the Bahrein Concession to the Eastern Gulf Oil Company should be embodied. He had learnt that in the view both of Mr. Pott and the Colonial Office, the document in question should take the form of a tripartite Deed, to which the Shaikh himself, the Syndicate and the Eastern Gulf Oil Company should all be parties. He said that his Principals saw very strong objection to any such proposal. The effect of such a Deed would not only be more or less to put them at the mercy of the Shaikh, but, they feared, it might also prompt the Shaikh on some future occasion to attempt further to modify the Concession. The procedure proposed, in effect, involved an amendment of the original Concession Agreement, and they were apprehensive lest this might not give the Shaikh a wrong idea as to the nature of this document, and lead him to think that it was one which could more or less be altered at his whim. In these circumstances, Mr. Ballantyne explained. he considered it most doubtful whether the Eastern Gulf Company could be brought to agree to embody the conditions imposed by the Colonial Office in a tripartite Deed, which both they and the Shaikh would be called upon to sign. In his view a much simpler and better procedure would be to leave the Colonial Office conditions in the correspondence.

There was, he argued, no real need to recite those conditions in any formal document, or in any case in any document which the Shaikh need sign. The Eastern Gulf Oil Company could not, in any case, work the Concession with any hope of success without the full support of His Majesty's Government. They could not expect to have that full support unless they scrupulously adhered to the conditions imposed by the Colonial Office Consequently, any breach of those conditions would be directly against their own interests, and would provide its own penalty. There was no need, therefore, to give the Shaikh a formal right to cancel the Concession in the event of a breach of the conditions. He hoped that His Majesty's Government would see their way to drop the proposal for a tripartite Deed, and would be content to let the matter rest on the basis of the correspondence which had already been exchanged.

It was explained to Mr. Ballantyne on behalf of the Colonial Office that the need for a formal document, which would not only recite the conditions set out in the correspondence, but would also provide for cancellation of the Concession in the event of a breach of those conditions. had been made abundantly clear in the letter from the Colonial Office to the Syndicate of the 16th of September, 1929,* and the counter-suggestion on the part of the Eastern Gulf Oil Company that the penalty should be not the cancellation of the Concession, but the cancellation of the assignment of the Syndicate's rights to the Eastern Gulf Oil Company was definitely rejected in Colonial Office letter of the 3rd of January,† which was accepted on behalf of the Eastern Gulf Oil Company in their letter of the 29th of January,‡ Mr. Ballantyne was, therefore, really seeking to revive an issue which had already been discussed and disposed of in the correspondence.

Mr. Ballantyne said that he was advised that his Principals had not fully appreciated the intention of His Majesty's Government; he imagined that they had read the reference, in paragraph 4 of Colonial Office letter of the 16th of September, to provision being made in the formal document for the cancellation of the Concession as being in the nature of a diplomatic threat which, while remaining on record in the correspondence, would find no place in any legal document. The Colonial Office representatives expressed surprise that any such meaning could have been read into the Colonial Office letters which on this point seemed to be almost brutally precise. His Majesty's Government were not a party to the Concession. Consequently they themselves had no power to cancel the Concession. Legally that power rested with the Shaikh alone. In order to make that power legally exercisable it was necessary that the Shaikh should be a party to any formal document in which the conditions and penalties for any breach thereof were to be embodied, and that document would have to be in such a form as virtually to superimpose the new conditions upon the original Agreement. If Mr. Ballantyne's proposal were adopted, the only remedy in the case of any breach of the conditions would lie in diplomatic representations. The whole object of His Majesty's Government was to remove the present matter from the realm of diplomacy into that of commerce. and to provide the customary commercial remedies for any difficulties that might arise. The Eastern Gulf Oil Company were, they thought, unduly apprehensive as to the effect of the procedure proposed upon the Shaikh's mind. It was most improbable that this would inspire him to attempt further modifications of the Concession on his own account. In any case, it was most unlikely that in this matter he would act without the advice of the British Political Agent, and the latter could be relied upon to use his influence against any such attempt as the Company apparently contemplated. Furthermore, the Company were in a position under the original Agreement to refer any question in dispute to independent arbitration. It was true that the proposed tripartite Deed would, in effect, modify the terms of the original Concession Agreement, but this was not unreasonable in itself. The situation had been fundamentally altered since the Agreement was drawn up. When it was framed the intention was that it should be operated by a purely British Company. It was now proposed to substitute for the original concessionnaires an American Company, and the alterations now proposed were such as would, in any case, have been considered necessary had the original Agreement been concluded with an American and not a British Company. Furthermore, the advantages were not all on one side. The Eastern Gulf Oil Company were to benefit to the extent of being granted an extension of the period of the Exploration Licence, which had long since expired; they were also obtaining what was tantamount to a waiver in advance of the Shaikh's rights under Article 13 of the Mining Lease.

As a result of further discussion, Mr. Ballantyne seemed to realize that he had heard the last word of the Colonial Office on the subject, and apparently accepted the

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* No. 42. † No. 46. ‡ Enclosure in No. 49.

position. He asked, however, that in conjunction with the acceptance both by the Colonial Office and by his Principals of the proposed draft tripartite Deed, letters should be exchanged to make it clear that His Majesty's Government regarded the proposed alterations of the Concession as attributable solely to the special situation created by the admission of American interests, and that they would not regard these as constituting a precedent for any further alterations of the Concession, nor would they countenance any attempt on the part of the Shaikh to secure further amendments on his own account.

C. 79035/30 [No. 41].

No. 53.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Confidential.)

SIR, Downing Street, 13th March, 1930.

I HAVE the honour to refer to my despatch, Confidential of the 8th of March,* communicating copies of correspondence regarding the proposal to assign the rights of the Eastern and General Syndicate, Limited, under the Bahrein Oil Concession to the Bahrein Petroleum Company, Limited, and to transmit to you herewith the draft of an Agreement to be executed between the Shaikh of Bahrein on the one hand, and the Eastern and General Syndicate, Limited, on the other hand, setting out the conditions governing the proposed assignment. This draft Agreement has been drawn up in consultation with representatives of the Syndicate and of the Bahrein Petroleum Company, Limited. Copies of the draft Agreement have been communicated to the interested departments of His Majesty's Government, but I am not yet in a position to inform you whether or not it will be regarded as acceptable by His Majesty's Government.

When a final decision has been reached, I will communicate with you further by telegraph and will then furnish you with full instructions.

2. I take this opportunity to transmit to you copies of correspondence† which has passed between the India Office and Messrs. Freshfields, Leese, and Munns, the Solicitors acting on behalf of the Bahrein Petroleum Company, Limited. I understand that Mr. Ballantyne of that firm proposes to consult you direct on the question of local law discussed in that correspondence.

I have, &c.,
PASSFIELD.

Enclosure 1 in No. 53.

INDENTURE between SHAIKH HAMAD BIN SHAIKH ISSA AL KHALIFAH SHAIKH OF BAHREIN (hereinafter called " the Shaikh ") (acting on the advice of the British Political Resident in the Persian Gulf) of the one part and THE EASTERN AND GENERAL SYNDICATE LIMITED (hereinafter called " the Company ") of the other part

THESE PRESENTS WITNESSETH THAT IT IS HEREBY AGREED AND DECLARED as follows:—

1. The period of the Exploration Licence under the Concession Agreement dated the 2nd day of December 1925 and made between the Shaikh of the one part and the Company of the other part (to which these presents are supplemental and a photostatic copy whereof is annexed hereto) shall be and the same is hereby extended up to and so as to include the 2nd day of December 1930.

2. The maximum period of two years (subject to the extension for a further period of two years as provided in Article 4 of the said Concession Agreement dated the 2nd day of December 1925) of the Prospecting Licence shall be counted from the expiry of the Exploration Licence (2nd December 1930) or from the date when the Prospecting Licence is issued if it is granted during the course of the period of extension of the said Exploration Licence and any Mining Lease to be granted on the expiry of the Prospecting Licence or extension thereof or upon earlier application therefor shall be for a period of fifty-five years as provided in the Third Schedule of the said Concession Agreement dated the 2nd day of December 1925.

* C. 79035/30 [No. 36]: not printed.

† C. 79035/30 [Nos. 26, 27 and 37]: not printed.

3. If and when the benefit of the said Concession Agreement or any of the rights thereunder shall be assigned to the Bahrein Petroleum Company Limited as hereinafter authorized, then and in that case the conditions set out in the Schedule hereto shall forthwith become and be part of the said Concession Agreement as if the same had been originally contained therein and the same shall be binding upon the Bahrein Petroleum Company Limited accordingly and upon the grant of a Mining Lease pursuant to the said Agreement the like conditions shall be inserted therein in addition to the conditions set out in the form of Mining Lease scheduled to the said Concession Agreement and the said Agreement shall take effect as if the said form of Mining Lease had always contained such additional conditions.

4. The Shaikh hereby assents to the transfer by the Company to the Bahrein Petroleum Company Limited of all the rights of the Company under the said Concession Agreement dated the 2nd day of December 1925 with the extensions of time provided for by the first two paragraphs hereof and the modifications provided for by the third paragraph hereof. The Company shall give to the Shaikh notice of the execution of any assignment to the Bahrein Petroleum Company Limited and of the exact date thereof in order that the same may be duly recorded.

5. In the event of any disagreement regarding the meaning or interpretation of anything hereinbefore contained the English text shall be regarded as correct.

THE SCHEDULE.

Conditions.

A. The Bahrein Petroleum Company Limited as assignee of the Eastern and General Syndicate Limited shall be and remain a British Company registered in Canada but shall maintain an office in Great Britain which shall at all times be in the charge of a British subject who shall be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

B. Of the five Directors of the Bahrein Petroleum Company Limited one Director shall at all times be a British subject who shall be *persona grata* to His Majesty's Government. His selection for appointment as Director shall be made in consultation with His Majesty's Government and his salary as Director shall be provided by the Company. A reasonable time shall be allowed for the replacement of the British Director in the event of this post falling vacant.

C. The Bahrein Petroleum Company Limited shall at all times maintain in Bahrein an official to be called the " Chief Local Representative " of the Company whose appointment shall be approved by His Majesty's Government in the United Kingdom and who shall be the sole representative of the said Bahrein Petroleum Company Limited empowered to deal direct with the local authorities and population in Bahrein. All communications which that official may desire on behalf of the said Bahrein Petroleum Company Limited to address to the Shaikh of Bahrein shall be made through the British Political Agent in Bahrein For the first five years after the said Bahrein Petroleum Company Limited starts to operate in Bahrein, or for such lesser period as such Company may operate in that territory, their " Chief Local Representative " shall be Major Frank Holmes, provided the arrangement between that Company and Major Holmes continues to be mutually satisfactory to them during such five years, or such lesser period above mentioned PROVIDED ALSO that any sooner determination of the appointment of Major Holmes shall be subject to the consent of His Majesty's Government, which shall not be unreasonably withheld. A reasonable time shall be allowed for the replacement of the " Chief Local Representative " in the event of this post falling vacant.

D. As many of the employees of the Bahrein Petroleum Company Limited in Bahrein as is consistent with the efficient carrying on of the undertaking, shall at all times be British subjects or subjects of the Shaikh of Bahrein.

Dated 1930.

Shaikh of Bahrein

Before me

British Political Resident in the Persian Gulf.

EASTERN AND GENERAL SYNDICATE LIMITED

By

Its Attorney-in-Fact.

C. 79035/30 [No. 61].

No. 54.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Sent 11.30 a.m., 1st April, 1930.)

TELEGRAM.

(Paraphrase.)

ADDRESSED to Bushire No. 56 repeated to India No. 1105.

My Confidential despatch of 20th March.* Bahrein Oil Concession. Draft Agreement, copy of which was enclosed with my Confidential despatch of 13th March,† has now been approved by His Majesty's Government, Eastern and General Syndicate, and Bahrein Petroleum Company. On the arrival of Major Holmes in Bahrein please use your best endeavours to persuade the Shaikh to execute a Deed in terms of the draft Agreement.—PASSFIELD.

C. 79035/30 [No. 78].

No. 55.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 4.5 p.m., 1st May, 1930.)

TELEGRAM.

[*Answered by No.* 62.]

(No. 53.) (1st May.)

BAHREIN Oil Concession. Political Agent and Adviser Bahrein considers Article 6 3rd Schedule Mining Lease may impose heavy and unfair liability upon State. For instance, dishonest cashier might abscond with money or act of sabotage might be committed by dissatisfied employees or strikers. Political Agent has referred matters to me and informed Holmes, who has telegraphed to his principals. In this connexion please see Bahrein letter C. 199 forwarded under Bushire despatch No. 34, 12th November, 1928.‡ Wording therein suggested seems preferable or failing this I consider Shaikh should at any rate not be held liable for offences committed by Company's own employees since he would have no voice in their selection or control over them. Would it be possible either to have clause modified accordingly or for Company to write letter to Shaikh saying that they will not hold him liable in such cases.

C. 79035/30 [No. 72].

No. 56

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Sent 5.15 p.m., 1st May, 1930.)

TELEGRAM.

[*Answered by No.* 57.]

No. 63. CONFIDENTIAL.

* * * * * * * *

Major Holmes has reported to Eastern and General Syndicate that Political Agent has suggested to you that signature of agreement should be suspended until Syndicate have explained what interpretation they attach to Clause 6 of Mining Lease scheduled to Concession of 2nd December, 1925. Syndicate point out that any modification of that Article would be contrary to understanding reached at Conference at Colonial Office on 17th February last§ (see record enclosed in my despatch of 8th March, Confidential‖) that no alterations would be made in the Concession other than those attributable to special situation created by admission of American interests. Syndicate recognise, however, that the unlimited liability imposed on Shaikh by third sentence in Article 6 of Mining Lease is open to exception, and they proposed to invite American interests concerned to agree that Major Holmes should be authorised to state in writing on behalf of the Syndicate and their assignees that that liability should not exceed the

* C. 79035/30 [No. 53]: not printed. † No. 53. ‡ C. 59115/28 [No. 24]: not printed.
§ No. 52. ‖ C. 79035/30 [No. 36]: not printed.

sum of 10,000 rupees in any one year. Representative of Syndicate was informed that no objection was seen to his proposal in regard to which he is now consulting the American interests concerned. Should you see any objection to the proposal I should be glad if you would inform me of it at a very early date. It would seem best that this development should not be reported to the Shaikh, who might receive the impression that it is open to him to press for other undertakings from the Syndicate or amendments of the Concession.—PASSFIELD.

C. 79035/30 [No. 80].

No. 57.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 12.11 p.m., 3rd May, 1930.)

TELEGRAM.

[*Answered by No.* 62.]

No. 54. 3rd May. Bahrein Oil Concession. Your telegram No. 63* crossed my telegram No. 53.† I would prefer that if possible Shaikh should not be held liable for action of Company's servants and if further his liability could be limited to rupees 10,000 in any one year State will in my opinion have been adequately safeguarded. No mention of the matter has been made to Shaikh.

C. 79035/30 [No. 82].

No. 58.

MESSRS. FRESHFIELDS, LEESE AND MUNNS to COLONIAL OFFICE.

[*Answered by No.* 59.]

New Bank Buildings,
31, Old Jewry, E.C.2, 7th May, 1930.

SIR,

WE refer to the conversation which we had with Mr. Lloyd last week when we discussed the modifications which had been suggested in the Mining Lease to be granted by the Shaikh of Bahrein to Eastern General Syndicate Limited or their Assignees in accordance with the Concession dated the 2nd December, 1925.

We cabled to our clients and informed them that a proposal had been made to restrict the liabilities of the Shaikh under Clause 6 of the Mining Lease to 10,000 rupees per annum, and that a further suggestion had been made to release him from all liability for thefts by the Company's employees. We have now received cabled instructions from our clients on this matter. Our clients do not consider that they should be asked to agree to any such modifications as the form of the Mining Lease has been agreed for some time, and also as the Assent, in the form in which it is proposed it should be signed, has been approved by the Colonial Office.

This Clause which makes the Shaikh personally liable was clearly inserted originally so as to ensure that he would enforce the covenants in the Mining Lease to protect the Company's property and recover it if stolen. The fact that theft might be committed by an employee of the Company should not relieve the Shaikh of the liability to use his utmost endeavours to recover the same, and though it is true that the employees will have greater opportunities of stealing than outside persons, our clients consider, and we agree, that it would be dangerous to draw any distinction between employees and other persons. Our clients are, however, prepared to assure the Shaikh that they will not hold him responsible for thefts by the Company's European employees as the Shaikh will not have the same opportunities of enforcing his authority on such persons. If such assurance is required, it should, we consider, be given in a separate letter and should not be inserted in the formal Assent.

We should be obliged if you would therefore give the necessary instructions to the Political Agent so that he can obtain the execution by the Shaikh of the Assent

* No. 56. † No. 55.

in its present form at the earliest possible date. If you desire a letter of assurance to be given to the Shaikh at the same time, perhaps you will let us know. when we could quickly agree a short form of letter.

We are, &c.,
FRESHFIELDS, LEESE AND MUNNS.

C.79035/30 [No. 84].

No. 59.

COLONIAL OFFICE to MESSRS. FRESHFIELDS, LEESE AND MUNNS.

[*Answered by No.* 60.]

GENTLEMEN, Downing Street, 15th May, 1930.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 7th of May* regarding the liability imposed upon the Shaikh of Bahrein by Article VI in the Mining Lease scheduled to the Bahrein Oil Concession of the 2nd of December, 1925.

2. It is noted that your clients are not disposed to agree to the limitation of that liability to a sum not exceeding Rs.10,000 in any one year, or to the further suggestion that the Shaikh should be released from all liability for thefts committed by employees of the concessionary company

3. The Secretary of State cannot but regret that your clients should have rejected these suggestions, but, having regard to the basis on which the negotiations for the assignment of the Concession have been conducted, he will not press further the view that the modifications proposed should be adopted.

4 Lord Passfield considers that an assurance should be given to the Shaikh of Bahrein on the lines suggested in the third paragraph of your letter, but he is advised that the exemption from responsibility which it is proposed to accord to the Shaikh should extend to thefts by any employees of the companies concerned " who are not of local (*i.e.*, Bahrein) origin." since any persons who fall within this definition will not be under the direct authority or control of the Shaikh. An assurance in these terms can best be given in the form of a letter, which Major Holmes might be authorized to sign on behalf of the two companies concerned, and to deliver to the Shaikh at the time of signature of the agreement setting out the conditions which govern the assignment of the Concession. It is suggested that the letter might be in the following terms :—

> " In further consideration of the assent of the Shaikh of Bahrein to the assignment of the Bahrein Oil Concession, to the Bahrein Petroleum Company, Limited, the said Company agrees that the provisions in the second paragraph of Article VI of the Mining Lease (which forms the Third Schedule to the Concession) shall only apply in respect of thefts or damage committed by persons who are of Bahrein origin "

On the receipt of information that this form of assurance is acceptable to your clients and that Major Holmes has been authorized to sign a letter in the terms set out above, the necessary instructions will be sent to the Political Resident in the Persian Gulf.

* * * * * * * * * * *

I am, &c.,
O. G. R. WILLIAMS.

C.79035/30 [No. 86].

No. 60.

MESSRS. FRESHFIELDS, LEESE AND MUNNS to COLONIAL OFFICE.

[*Answered by No.* 61.]

New Bank Buildings,
SIR, 31, Old Jewry, E.C.2, 17th May, 1930.

WE thank you for your letter dated the 15th instant,† and we observe that the Secretary of State is of the opinion that the Shaikh should be relieved of liability for thefts committed by any of the Company's employees who are not of Bahreini origin.

* No. 58. † No. 59.

From our conversation on the telephone yesterday, we understand that the objection you see to making the Shaikh personally liable for the acts of persons other than Bahrein natives is that such persons are subject to British jurisdiction and that therefore the Shaikh would not be able to enforce his absolute authority over them, or, if they left the country, over their possessions so as to compensate himself for sums deducted by the Company from the sums payable to him.

We may say that we understood and we advised our clients that the question of amending the Mining Lease was originally raised by the Finance Minister to the Shaikh's Government and that if our clients did not wish to make any concessions at this stage the Colonial Office would give instructions that the Assent should be signed in its present form. It would now, however, appear that the Secretary of State also requires an alteration to be made.

As we have informed our clients that the Assent has been approved by the Authorities, they are naturally very unwilling to make any further concessions and express some surprise that they should be requested to do so. We do not believe that our clients have done this because they wish to enforce against the Shaikh the strict terms of the Agreement as this would clearly be bad policy on their part, but their attitude is, that once an alteration such as this has been made, the door is open to further bargaining.

As our clients have specifically stated that they are prepared to release the Shaikh from liability for thefts by European employees, we cannot advise them to extend such release of all employees excepting Bahrein natives, the reason being that jurisdiction under the Order in Council of 1913 does not, apparently, extend to all foreigners. and in fact we understand from the India Office that it is questionable whether His Majesty has jurisdiction over Persians, of whom there must be a considerable number. Further, the duty of arresting offending foreigners who come within British jurisdiction is still cast upon the Shaikh and therefore it would appear to us that there should be an inducement to cause him to effect an arrest. We agree, however, that if it is proved that the offender has left the country, it would be unreasonable to hold the Shaikh liable for his misdeeds.

We have informed our clients by cable of the Secretary of State's request and have suggested to them that a letter might be addresed to the Shaikh explicitly stating that his liability shall not extend to foreigners coming within British jurisdiction if such foreigners are arrested or escape from the country.

We have no doubt whatever that when once our clients have commenced operations in the Shaikh's territory, no difficulties will arise under this clause and that if they are satisfied that the Shaikh is carrying out his bargain to do his best to arrest offenders. they, on their part, will be reasonable and will not stand by the strict terms of the Mining Lease.

We have perused the draft letter which you suggest should be written, and subject to receiving our clients' approval, we suggest that the terms of this letter should be amended somewhat on the lines of the draft which we enclose.

We shall be obliged if you will let us know if you approve of the grant of a letter on these lines and when we have heard from our clients we will let you know if they are prepared to agree to it.

This matter appears to us to assume undue importance, and as pointed out above we do not think there is the least chance of our clients being unreasonable in their dealings with the Shaikh as any other attitude on their part would clearly not be in their interests.

We are, &c.,
FRESHFIELDS, LEESE AND MUNNS.

Enclosure in No. 60.

DRAFT OF LETTER TO BE WRITTEN TO THE SHAIKH OF BAHREIN.

" IN further consideration of the Assent of the Shaikh of Bahrein to the Assignment of the Bahrein Oil Concession dated the 2nd December, 1925 to the Bahrein Petroleum Company Limited, the said Company agrees that so long as the provisions of the Bahrein Orders in Council 1913 and 1922 or any Orders supplemental thereto remain in force, and jurisdiction over certain foreigners in the State of Bahrein is exercised by His Majesty, the provisions in the second paragraph of Article VI of the Mining Lease (which forms the 3rd Schedule to the said Concession) shall not apply in respect of the commission of any act of theft or damage by any person (1) if

on such person being arrested it is found that he is a foreigner over whom the jurisdiction exercised by His Majesty under the said Orders in Council has been extended, or (2) if, in the event of no arrest being made, it is proved to the satisfaction of the Company or, if necessary, the Political Agent, that the offender is such a foreigner as above-mentioned and that he has left the territories governed by the Shaikh of Bahrein and has not to the knowledge of the Shaikh or his Officials returned thereto, and that no arrest could therefore be made."

C. 79035/30 [No. 87].

No. 61.

COLONIAL OFFICE to MESSRS. FRESHFIELDS, LEESE AND MUNNS.

[*Answered by No.* 63.]

Downing Street, 23rd May, 1930.

GENTLEMEN,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 17th of May,* enclosing an amended draft of the letter which it is proposed should be written to the Shaikh of Bahrein regarding the liability imposed upon him by Article VI in the Mining Lease scheduled to the Bahrein Oil Concession of the 2nd December 1925.

2. Lord Passfield is prepared to agree to the terms of the amended draft letter, and on hearing that it has been accepted by your clients, and that Major Holmes has been authorized to sign a letter in those terms, he will cause the necessary instructions to be issued to the Political Resident in the Persian Gulf.

I am, &c.,
O. G. R. WILLIAMS.

C. 79035/30 [No. 90].

No. 62.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Sent 10.30 p.m., 23rd May, 1930.)

TELEGRAM.

No. 69. YOUR telegrams Nos. 53 and 54,† Bahrein Oil Concession. Suggestions that Shaikh should not be held liable for action of Company's servants and that his total liability under Article VI of Mining Lease should be limited to 10,000 rupees in any one year were put to American interests concerned but proved to be unacceptable to them.

Since negotiations for Assignment of Concession have throughout been conducted on basis that no alterations would be made in Concession other than those attributable to special situation created by admission of American interests, I did not feel able to press my view that modifications proposed should be adopted. American interests have, however, agreed to letter in following terms and have, I understand, authorized Major Holmes to sign it.

Begins:—In further consideration of the Assent of the Shaikh of Bahrein to the assignment of the Bahrein Oil Concession dated the 2nd of December, 1925, to the Bahrein Petroleum Company Limited, the said Company agrees that so long as the provisions of the Bahrein Orders in Council 1913 and 1922 or any Orders supplemental thereto remain in force, and jurisdiction over certain foreigners in the State of Bahrein is exercised by His Majesty, the provisions in the second paragraph of Article VI of the Mining Lease (which forms the Third Schedule to the said Concession) shall not apply in respect of the commission of any act of theft or damage by any person (1) if on such person being arrested it is found that he is a foreigner over whom the jurisdiction exercised by His Majesty under the said Orders in Council has been extended, or (2) if, in the event of no arrest being made, it is proved to the satisfaction of the Company or,

* No. 60. † Nos. 55 and 57.

if necessary, the Political Agent, that the offender is such a foreigner as above mentioned and that he has left the territories governed by the Shaikh of Bahrein and has not to the knowledge of the Shaikh or his Officials returned thereto, and that no arrest could therefore be made.—*Ends*.

Since the above represents the limit of the Concession that American interests are prepared to make to meet point raised by Political Agent at Kuwait I have agreed to it, and I shall be glad if you will now instruct Political Agent to use his best endeavours to persuade the Shaikh to execute a deed in the terms of the draft agreement approved by His Majesty's Government, provided that at the time of signature a letter in wording set out in this telegram is signed by Major Holmes on behalf of the Bahrein Petroleum Company and handed to the Shaikh.—PASSFIELD.

C. 79035/30 [No. 89].

No. 63.

MESSRS. FRESHFIELDS, LEESE AND MUNNS to COLONIAL OFFICE.

[*Answered by No.* 64.]

New Bank Buildings,
31, Old Jewry, E.C.2, 23rd May, 1930.

SIR,

As we told you over the telephone, our clients have now approved the terms of the draft letter which we submitted to you on the 17th instant.*

We should, therefore, be obliged if you would cable the text of the letter to the Political Agent.

We are cabling Major Holmes notifying him that the Political Agent will receive the terms of the letter, and authorizing him to sign it on behalf of all parties.

We are proceeding to agree the fresh terms of the Assignment. Could you please inform us if the draft as submitted to you has your approval?

The parties have agreed to the deletion of the reference to the Consideration in Clause 3, and it is proposed that the second and third parties should be omitted and consequential alterations made.

Will it be necessary for us to obtain the approval of the India Office to the Assignment?

We are, &c.,
FRESHFIELDS, LEESE AND MUNNS.

C. 79035/30 [No. 91].

No. 64.

COLONIAL OFFICE to MESSRS. FRESHFIELD, LEESE AND MUNNS.

Downing Street, 30th May, 1930.

GENTLEMEN,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 23rd of May† stating that your clients have now approved the terms of the draft letter to the Shaikh of Bahrein regarding the liability imposed upon him by Article VI in the Mining Lease scheduled to the Bahrein Oil Concession of the 2nd of December, 1925. The necessary instructions including the text of the proposed letter have been telegraphed to the Political Resident in the Persian Gulf.

2. As regards the Assignment between the Eastern and General Syndicate and the Bahrein Petroleum Company, I am to inform you that since the Assignment is to govern a transaction between the two companies concerned, and does not directly affect the interests of the Shaikh, it is not a document to which the approval of the Secretary of State is required.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 60. † No. 63.

C. 79035/30 [No. 96].

No. 65.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 9th July, 1930.)

[*Answered by No. 74.*]

(Confidential.)
(No. 29.)

British Residency and Consulate-General,
Bushire, 30th June, 1930.

MY LORD,

I HAVE the honour to state that the local representative of the Eastern and General Syndicate Limited, Bahrein, has applied to the Political Agent, Bahrein, for permission to enter into negotiations with the Shaikh for an Oil Concession to cover the remaining portion of the whole of the Bahrein group of islands not alienated under the Bahrein Oil Concession Agreement of the 2nd December, 1925, and their territorial waters, and to forward for the information of His Majesty's Government a copy of the letter addressed by Major Holmes to Captain Prior.

2. Negotiations for this extension and the original Concession were carried on in 1928, but owing to the fact that the Bahrein Government wished to increase the sums payable for the Licences and that the Company were at that time unable to raise further capital to develop the Concession, the question was dropped. A copy of the draft Concession was forwarded to the Colonial Office under cover of my predecessor's despatch No. 34, dated 12th November, 1928.* As will be seen from it the only extension asked for in respect of the Exploration Licence is that it is now proposed that it should include territorial waters. No extension is proposed in the case of the Prospecting Licence while as regards the Mining Licence the present Concession grants the Company a mining lease for the whole of the territories of Bahrein other than those already leased and including territorial waters.

3. I consider that this application is altogether premature. All that this Company or their assignees, the Bahrein Petroleum Company, are doing at present is to carry out certain preliminary work under an Exploration Licence which expires on the 2nd December, 1930. After this they will presumably ask for a Prospecting Licence, the normal duration of which will be two years, though this period can be reduced if the Company wish to take out a Mining Licence at an earlier date. When they do so, however, they will then have to select the one hundred thousand acres to which they are entitled, and to notify the Shaikh of the areas which they propose to take up.

4. I consider that they should not be authorized to enter into any further negotiations with the Shaikh until they have selected the one hundred thousand acres and proceeded to develop them. If they then find that for any specific reasons they require additional areas it will be time enough then for them to apply for the land which they require. By then the Bahrein Government will have been able to observe how the first agreement works and to rectify in any further agreements any clauses or conditions which may need modification. Further, when the result of the preliminary borings are known, the State will be in a better position to know the value of what they are granting and to ask for a higher annual premium, while His Majesty's Government would possess a good bargaining counter in any subsequent negotiations that may take place with the Company.

5. For the above reasons, I would suggest that the Company should be informed that any request for an extension of the Concession will only be considered after a Mining Licence has been taken out and the one hundred thousand acres demarcated.

6. A copy of this despatch is being sent to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

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* C. 59115/28 [No. 24]: not printed.

Enclosure in No. 65.

COPY OF LETTER DATED 17TH JUNE, 1930, FROM THE LOCAL REPRESENTATIVE, THE EASTERN AND GENERAL SYNDICATE LIMITED, BAHREIN, TO THE POLITICAL AGENT, BAHREIN.

I HEREBY apply for and on behalf of the Eastern and General Syndicate Limited for permission to conclude the negotiation for Oil Concession covering the remaining portion of the whole of the Bahrein group of Islands not alienated under the Bahrein Oil Concession Agreement of 2nd December, 1925, and their territorial waters.

The application for the above-mentioned area was first made on 23rd April, 1928, since when negotiations have been suspended owing to matters in connexion with the Bahrein Oil Concession (2nd December, 1925) being under discussion.

I am now asked by my Company to request that these negotiations be resumed with the view of closing the matter.

I am enclosing a draft Concession Agreement altered to the point as agreed when negotiations ceased in 1928.

An early reply to this application is kindly requested.

C. 79035/30 [No. 97].

No. 66.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 16th July, 1930.)

(Confidential.)
(No. 32.)

British Residency and Consulate-General,
Bushire, the 9th July, 1930.

MY LORD,

IN continuation of my despatch No. 29, dated 30th June, 1930,* I have the honour to forward for the information of His Majesty's Government a copy of a further letter dated 5th July, 1930, from Major Holmes to the Political Agent, Bahrein, regarding the application of the Eastern and General Syndicate for an Oil Concession in respect of Bahrein territory and territorial waters not covered by the Concession of 1925.

2. It is not clear to me what the status of the Eastern and General Syndicate now is in Bahrein. The Shaikh has signed the deed of assent, and presumably the Eastern and General Syndicate have transferred or will shortly transfer their rights to the Bahrein Petroleum Company. It will be observed, however, that Major Holmes still signs on behalf of the Eastern and General Syndicate, and applies for the extension on their behalf. If an extension of the Concession is desired, it would seem for the former Company to apply for it, and not for the latter.

3. A copy of this despatch and of its enclosure is being sent to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

Enclosure in No. 66.

DEAR SIR,

Bahrein, 5th July, 1930.

IN amplification of my letters of application dated 23rd April, 1928, and 17th June, 1930, made on behalf on the Eastern and General Syndicate Limited, for a Concession covering the area outside the 100,000 acres granted to the Eastern and General Syndicate Limited by His Excellency Shaikh Hamad Bin Shaikh Isa Al-Khalifah on 2nd December, 1925, I lay before you the following information, being the reasons why the Company wishes to secure the extended area mentioned in my applications.

The surface conditions prevailing on the Bahrein Islands have been minutely examined on behalf of the Eastern and General Syndicate Limited by seven highly qualified oil geologists, from a geological standpoint. The surface conditions were examined to ascertain whether there is reasonable hope of discovering oil in payable quantity by drilling deep boreholes.

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* No. 65.

The preliminary expense of engaging highly-paid oil geologists to examine and report on the Bahrein Islands has been exceedingly heavy, but small in comparison to the monetary outlay now necessary to prove, by deep boring, if payable oil be present.

The real knowledge as to the value of any prospective oil-bearing area can only be proved by the area being given the acid test of a comprehensive and carefully directed drilling programme.

The surface conditions alone give a comparatively slight indication as to where the oil deposit, if present, is probably lodged. Boring within areas having the most promising looking surface indications will often give negative results. This is owing to oil travelling for long distance through certain formations of strata.

Deep well boring is a costly proceeding, as the trend of an oil deposit is difficult to locate. The Company has spent large sums on examining and testing virgin country, and will spend larger sums in boring. It is essential that the Company should be protected against the danger from others who would make use of the information supplied by our test-bores. We desire to be protected against any form of oil operations (drilling work) in the area outside the 100,000 acres over which we now have a control. It would be possible at present for an outside company to use the information obtained by our test-bores and to drain oil deposits which may be located by our Company at great expense, before we have had time to define the trend and limits of our oil deposit.

When I made my first application (23rd April, 1928) the Political Agent of Bahrein at that time, informed me that His Excellency Shaikh Hamad was willing to grant the Company the additional area. I have no information that he has altered his attitude in this matter.

My Company desire to be protected as far as possible and to reap the reward of the outlay which they are prepared to risk in proving the oil value of the Bahrein Islands. I would emphasize the fact that this application is entirely in order to protect the interests of the Company and does not in any case assume or establish any form of claim over property.

I shall be pleased if you would kindly forward a copy of this letter to the Honourable the Political Resident of the Persian Gulf by first up mail.

My Company looks upon the question of the additional area as one of considerable urgency, and have asked me to respectfully request that the matter be dealt with with as little loss of time as you can arrange.

I am, &c.,
F. HOLMES
(for and on behalf of
Eastern and General Syndicate Ltd.).

To
H.B.M.'s Political Agent,
Bahrein.

C. 79035/30 [No. 100].

No. 67.

MESSRS. FRESHFIELDS, LEESE AND MUNNS to COLONIAL OFFICE.

[*Answered by No.* 73.]

SIR, New Bank Buildings, 31, Old Jewry, E.C.2.

(Received 2nd August, 1930.)

I, AS the Agent of the Bahrein Petroleum Company Limited, am requested to submit to His Majesty's Government, the name of Mr. Montague G. Powell, of the firm of Powell and Snowdon, of Ottawa, Canada, who is a Canadian-born British subject, for appointment to the Board of the above-named Company in accordance with Condition B of the Conditions scheduled to the Assent given by the Shaikh of Bahrein to the Assignment of the Concession from the Eastern and General Syndicate Limited to the above-named Company. I should be obliged if you would notify me whether this gentleman's name is acceptable to His Majesty's Government so that I can communicate with the Company.

I am, &c.,
D. DUNCAN SMITH.

Enclosure in No. 67.

225, Bush Street, San Francisco,
SIR, California, 17th July, 1930

AN oil and gas concession dated 2nd December, 1925, originally granted by Hamid Bin Shaikh Issa al Khalifah, Shaikh of Bahrein, to Eastern and General Syndicate Limited, and covering the Shaikh's territories comprising the Bahrein Islands in the Persian Gulf, which concession has been subsequently modified as to certain terms and conditions, is about to be assigned by said Syndicate to the undersigned, the Bahrein Petroleum Company Limited. One of the conditions of the Shaikh's consent to the assignment is the following:—

"The Bahrein Petroleum Company Limited, as assignee of the Eastern and General Syndicate Limited, shall be and remain a British Company registered in Canada, but shall maintain an office in Great Britain which shall at all times be in the charge of a British subject, who shall be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland."

In compliance with this condition, the undersigned designates No. 31, Old Jewry, London, E.C.2, as its office in Great Britain, which shall be in charge of D. Duncan Smith, Esquire, a British subject, who shall be the recognized channel of communication between His Majesty's Government and the undersigned. Mr. Smith is a partner in the firm of Freshfields, Leese and Munns, Solicitors.

Very respectfully,
The Bahrein Petroleum Company Limited,
W. H. BERG,
Vice-President.

The Under-Secretary of State,
Colonial Office,
London, S.W.1,
England.

C. 79035/30 [Nos. 98 and 99].

No. 68.

COLONIAL OFFICE to [1] INDIA OFFICE, [2] PETROLEUM DEPARTMENT.

[*Answered by Nos.* 69 *and* 72.]

SIR, Downing Street, 9th August, 1930.

I AM directed by Lord Passfield to transmit to you, to be laid before [Mr. Secretary Benn] [the Secretary for Mines] copies of two despatches with enclosures* from the Political Resident in the Persian Gulf, regarding an application made by the Eastern and General Syndicate, Limited, for permission to enter into negotiations with the Shaikh of Bahrein for the grant of an Oil Concession to extend over that part of the Bahrein Islands (including their territorial waters) which is not covered by the Bahrein Oil Concession Agreement of the 2nd December, 1925.

2. In paragraph 2 of his despatch of the 9th July, Colonel Biscoe raises the question of the present status of the Eastern and General Syndicate in Bahrein. Inquiries on this point have been addressed to Mr. Janson of the Eastern and General Syndicate, who has stated that the assignment of the Concession of 1925 by that Syndicate to the Bahrein Petroleum Company has, in fact, been completed. Mr. Janson explained that, in asking that any additional Concession should be granted to the Syndicate and not to the Bahrein Petroleum Company, Major Holmes was acting with the full knowledge and consent of the Company, to which the additional Concession, if granted, would be at once transferred. Mr. Janson stated that this procedure was adopted to avoid direct negotiations between the Shaikh of Bahrein and representatives of the American interests concerned, as to the undesirability of which there had been general agreement.

Although this procedure appears to be somewhat involved, the Secretary of State sees no objection to it, provided that if any additional Concession is granted to the Eastern and General Syndicate, an assignment of that Concession to the Bahrein

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* Nos. 65 and 66.

Petroleum Company is entered into simultaneously with the signing of the Concession.

3. It will be recalled that the original application for this additional Concession was discussed at an Interdepartmental Conference on the 28th November, 1929.* As a result of the decisions then arrived at, and after further correspondence with the other interested Departments, the Eastern and General Syndicate were informed that the suggested extension of their Concession to cover the whole of Bahrein was a separate question which could more properly be discussed after the questions relating to the existing Concession (*i.e.*, the Concession of 1925) had been disposed of; that no decision had yet been reached by His Majesty's Government in regard to their application for such an extension; that it was probable that further consultation with the local authorities would be necessary before a decision could be reached on the subject, and that while His Majesty's Government could not indicate the line which their decision would be likely to take, it would be unwise to assume that it would necessarily be favourable. In this connexion attention is invited to paragraph 2 (5) of a letter to the Syndicate dated the 3rd of January, 1930,† a copy of which was enclosed with the Colonial Office letter of the 8th of that month.‡

4. While Lord Passfield is aware that as a general principle, His Majesty's Government are opposed to the grant of concessions which would constitute a monopoly over the whole of one territory, he is, as at present advised, disposed to think that in the case of so small an area as Bahrein, there might be advantage in having only one concessionary Company at work, and that no obstacle need, therefore, be put by His Majesty's Government in the way of the Company in securing the additional Concession which they desire, although the actual terms might be left for negotiation by the local authorities. He would, however, be glad to be furnished at an early date with an expression of [Mr. Benn's] [Mr. Shinwell's] views in the matter.

5. A similar letter is being addressed to [the Petroleum Department,] [the India Office,] and copies of this letter, with its enclosures, are being sent to the Foreign Office, Admiralty, War Office, Air Ministry, and Board of Trade.

I am, &c.,
O. G. R. WILLIAMS.

C. 79035/30 [No. 115].

No. 69.

INDIA OFFICE to COLONIAL OFFICE

India Office, Whitehall,
London, S.W.1, 11th September, 1930.

SIR,

I AM directed by the Secretary of State for India to say that he has had under his consideration Mr. Williams' letter of 9th August,§ regarding the application made by the Eastern and General Syndicate for permission to negotiate with the Shaikh of Bahrein for the grant of an extension of the area covered by the Bahrein Oil Concession Agreement.

2. On the question of procedure dealt with in paragraph 2 of the Colonial Office letter, the Secretary of State agrees with the views of the Secretary of State for the Colonies.

3. As regards the application itself, however, the Secretary of State feels strongly that it would be undesirable to grant any further concession—at any rate, at this stage. He is much impressed by the arguments adduced by the Political Resident in his despatch, No. 29 of 30th June,‖ and agrees with him that it would be premature to consider any aplication for a further concession on behalf of the Bahrein Petroleum Company until they have shown their ability to develop successfully the areas which they may select under the existing agreement.

4. Mr. Secretary Benn, moreover, adheres to the view which he has consistently taken, in the light of the considered opinions of the Government of India and the local political authorities, as to the complications likely to arise from the activities of American oil interests in the Bahrein archipelago. He reluctantly agreed to the assignment of the original Concession held by the British Syndicate because it was held that His Majesty's Government had become in some measure committed to that course, but there is no similar reason for giving the Syndicate a second Concession for the

* C. 69035/29 [No. 159A]: not printed. † No. 46. ‡ C. 69035/29 [Nos. 183 and 184]: not printed. § No. 68. ‖ No. 65.

purpose of their assigning it to the American interests. Mr. Benn considers also that the smallness of the area of the Bahrein principality constitutes an additional danger, having regard to the very extensive nature of the rights enjoyed by the Company under their present Concession.

5. Copies of this letter are being sent to the Petroleum Department, Foreign Office, Admiralty, War Office, Air Ministry, and Board of Trade.

I have, &c.,
J. C. WALTON.

C. 79035/30 [No. 117].

No. 70.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

19, St. Swithin's Lane,
London, E.C.4, 16th September, 1930.

SIR,

I AM instructed to inform you that the Bahrein Oil Concession, which was granted to this Syndicate by the Shaikh of Bahrein in the terms of the Agreement, dated 2nd December, 1925, has now been formally assigned to the Bahrein Petroleum Company Limited, the date of the Deed of Assignment being the 1st August, 1930.

I send herewith a copy of a letter, dated 11th instant, from Major Frank Holmes, on behalf of the Bahrein Petroleum Company Limited, to the Political Agent at Bahrein requesting that the Deed of Assignment should be registered with the Political Agent's Registry of Deeds there.

I am, &c.
(for Eastern and General Syndicate Limited),
H. J. ADAMS,
Secretary.

Enclosure in No. 70.

11th September, 1930.

DEAR SIR,

I AM desired by the Bahrein Petroleum Company Limited to send to you for registration in your Register of Deeds for British and Protected subjects the enclosed Assignment, executed by the Eastern and General Syndicate Limited under date the 1st August, 1930, in favour of the Bahrein Petroleum Company Limited, of the Bahrein Concession which was granted to the Eastern and General Syndicate Limited by the Shaikh of Bahrein in the terms of an Agreement dated the 2nd December, 1925.

The Assignment is the triplicate original, executed for the purpose of filing by you, and I shall be glad if after registration you will be so good as to return the typed copy of the Assignment which is also enclosed, together with a certificate and/or other evidence attached thereto to prove that the original has been filed with and registered by you.

If there are any registration fees, &c., payable in the matter, I shall be pleased to remit them upon hearing from you.

Yours faithfully,
FRANK HOLMES.

To His Britannic Majesty's
Political Agent,
Bahrein,
Persian Gulf.

C. 79035/30 [No. 122].

No. 71.

COLONIAL OFFICE to MR. D. DUNCAN SMITH.

(Confidential.)

Downing Street, 9th October, 1930.

SIR,

WITH reference to the third paragraph of the letter from this Department of the 16th of September, 1929,* and to the further letter from this Office of the 20th September, 1929,† both addressed to the Secretary, Eastern and General

* No. 42. † No. 43.

Syndicate, I am directed by Lord Passfield to request you to inform the Bahrein Petroleum Company, Limited, that the site which has now been selected and leased to the Royal Air Force by Shaikh Hamed bin Isa al Khalifa is that at Manamah south of the Palace. The aerodrome will be 1,800 feet square.

The site of the seaplane station is 3 buoys laid off the shore, south of the aerodrome.

I am, Sir,
O. G. R. WILLIAMS.

C. 79035/30 [No. 128].

No. 72.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

(Mines Department), Dean Stanley Street, Millbank,
Westminster, London, S.W.1, 11th October, 1930.

SIR,

I AM directed by the Secretary for Mines to refer to your letter of 9th August.* and to India Office letter of 11th September,† regarding an application by the Eastern and General Syndicate Limited, for permission to enter into negotiations with the Shaikh of Bahrein for the grant of an Oil Concession to extend over that part of the Bahrein Islands (including their territorial waters) which is not covered by the Bahrein Oil Concession Agreement of 2nd December, 1925, and to offer the following observations for Lord Passfield's information.

(1) The Island of Bahrein has been included by the groups constituting the 'Iraq Petroleum Company in the area within which they have agreed that there shall be no competition for concessions amongst the various companies interested in the 'Iraq Petroleum Company. This arrangement appears to have precluded the Gulf Oil Company from operating in Bahrein as a result of which it has assigned the rights acquired from the Eastern and General Syndicate to the Standard Oil Company of California, and the latter Company has in turn organized a Canadian subsidiary (the Bahrein Oil Company) to hold and operate the Concession. The Gulf Oil Corporation, of which the Eastern Gulf Oil Company is a subsidiary, is one of the independent United States Companies. The Standard Oil Company of California is a member of the well-known group of Standard oil companies in the United States, and was incorporated, as a consolidation of previous Standard oil companies, in Delaware in 1926. The Company is engaged in all branches of the oil industry from prospecting to the distribution of refined products. It is engaged in actual drilling outside the United States in Colombia and Venezuela.

(2) The Petroleum Department are not aware of any British Company who would be likely, under present conditions, to undertake oil exploration in the Bahrein area. At one time the Anglo-Persian Oil Company were interested, but it is understood that their Geologists have now condemned practically the whole of the mainland of Arabia. They had an option covering the territory of Bahrein until 31st March, 1925, and at one time offered to put down a test well on the Island of Bahrein, if requested to do so. They did not, however, seem very enthusiastic over the project. It appears from previous correspondence that the 'Iraq Petroleum Company has declined to consider the matter further.

(3) The Eastern and General Syndicate do not seem to have put forward any specific reason for demanding an extension of their Concession, and it is presumed that their object is mainly one of acquiring control over as large an area as possible before drilling is actually commenced. From the point of view of the Shaikh of Bahrein, the Concession is quite a favourable one, as the Royalty offered is relatively high (about 5s. 3d. per ton) and if operations were carried out on behalf of either the Gulf Oil Company or the Standard Oil Company of California they would, no doubt, be conducted in an efficient manner.

(4) The Petroleum Department consider that the area which the Syndicate are already entitled to take up under lease (of about 156 square miles) should be large enough to enable them to acquire control of a substantial oilfield in the event of favourable indications being discovered as the result of drilling under prospecting licence. It should be remembered that the actual area covered by many proved oilfields is by no means large. It was stated by the Chairman of the Anglo-Persian Oil Company in 1926 that the proved area of the main producing fields at Masjid-i-Suleiman in Persia

* No. 68. † No. 69.

only amounted to about 30 square miles. It is understood that as a result of further trial borings this area may now be said to amount to about 40 square miles (the field is about 18 miles long by 4 miles wide at its widest part). The new field in South Persia at Haft Kel, which is 35 miles south-east of the main oilfield, covers a structure of about 9 miles long by 2 miles wide. In Russia the producing area in Baku is only about 12 square miles in extent. The latter is rather an unusual case as the Baku field represents an exceptional concentration of oil. Nevertheless, it is considered that these instances are sufficient to show that after carrying out a campaign of prospecting drilling over the whole Island, the Company should be able to protect itself adequately by taking up an area of 156 square miles. This would still leave an area of 52 square miles on the main Island available for future concessions, whereas the Syndicate would have had the advantage of being the first in the field and having first choice of areas.

(5) There is always the danger that a company forced to demarcate the area of its concession before sufficient drilling has been done to enable the geological structure to be thoroughly understood, may be unfortunate in that a good oil-producing structure may subsequently be discovered close to the boundary of the concession, with the result that companies granted subsequent concessions might be in a position to drain oil to some extent from territory held by the original concessionaire. Companies must, however, be prepared to take some risk in these matters, and if a certain amount of territory is withheld it might be extremely useful to His Majesty's Government in the course of later negotiations as a bargaining counter. If the other concessions in which the Eastern and General Syndicate are interested on the Arabian coast are completed and transferred to the Bahrein Petroleum Company, the Standard Oil Company of California, through the Bahrein Petroleum Company, would control a very considerable area in Arabia on the shores of the Persian Gulf. In practice, however, the investigations of the Anglo-Persian Oil Company have indicated that the prospects of finding oil are not very favourable, and it therefore seems advisable to encourage the Bahrein Petroleum Company to undertake as much active prospecting as they are prepared to do.

(6) Reviewing the question generally both from the point of view of Bahrein and of the British Empire, the Secretary for Mines is of opinion that no further concession should be granted at present. He agrees that, from the technical point of view, there are advantages in the operation of an oilfield under single ownership which means that an economical drilling programme can be adopted with the definite object of high oil recovery at low cost and at a rate adjusted to meet the market demand. It is considered, however, that it would be to the advantage both to the Shaikh of Bahrein and of the British Empire to withhold further concessions at present as the concessionaires can be informed that their position will be reconsidered when they are in a position to show that they have carried out satisfactory development work on the property already conceded to them Again, if a further concession is granted at this stage such a concession would finally exclude British Companies from participation, whereas if no concession is granted now it may be possible to secure some share to British Companies if oil is discovered in commercial quantities in the Bahrein Islands.

Copies of this letter are being sent to the Foreign Office, India Office, Admiralty, War Office, and Air Ministry.

I am, &c.,
F. C. STARLING.

C. 79035/30 [No. 140].

No. 73.

COLONIAL OFFICE to MR. D. DUNCAN SMITH.

SIR,

Downing Street, 25th November, 1930.

WITH reference to your letter which was received in the Colonial Office on the 2nd of August,* I am directed by Lord Passfield to inform you that His Majesty's Government concur in the appointment of Mr. Montague G. Powell, K.C., to the Board of the Bahrein Petroleum Company, Limited, as the British Director required under Condition B of the Conditions scheduled to the Assent given by the Shaikh of Bahrein to the Assignment of the Oil Concession of the 2nd of December, 1925, from the Eastern and General Syndicate, Limited, to the Bahrein Petroleum Company.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 67.

C. 79035/30 [No. 141].

No. 74.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Sent 1.15 p.m., 1st December, 1930.)

TELEGRAM.

No. 93. YOUR Confidential despatch No. 29 of 30th June.* Eastern and General Syndicate are being informed that their application has been carefully considered, but that His Majesty's Government regret that they are not prepared to advise Shaikh to consider grant of extended Concession until mining licence under existing Concession has been taken up, and the 100,000 acres have been demarcated. In that event His Majesty's Government will be willing to advise Shaikh to review matter, but cannot give any undertaking that further application will be favourably considered Despatch follows.—PASSFIELD.

C. 79035/30 [No. 142].

No. 75.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE, LIMITED

SIR, Downing Street, 3rd December, 1930.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 11th of November,† regarding your application for a further Concession over the area remaining at Bahrein after the selection of the final lease of 100,000 acres in the terms of the existing Concession.

Your application has been carefully considered, and I am now to inform you that His Majesty's Government regret that they are not prepared to advise the Shaikh of Bahrein to consider the grant of an extended Concession until the mining licence under the existing Concession has been taken up, and the 100,000 acres have been demarcated.

In that event His Majesty's Government will be willing to advise the Shaikh to reconsider the matter, though of course they cannot give any undertaking that a further application, if made, will be favourably considered.

I am, &c.,
J. E. W. FLOOD.

C. 79035/30 [No. 155].

No. 76.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Confidential.)

SIR, Downing Street, 10th December, 1930.

WITH reference to my telegram No. 93 of the 1st of December,‡ I have the honour to transmit to you a copy of a letter§ which has been addressed to the Eastern and General Syndicate, Limited, regarding their application for permission to enter into negotiations with the Shaikh of Bahrein for the grant of an oil concession to extend over those parts of the Bahrein Islands (including their territorial waters) which are not covered by the Concession granted to them on 2nd December, 1925.

2. I take this opportunity to enclose also copies of correspondence‖ with Mr. D. Duncan Smith, the Agent of the Bahrein Petroleum Company, Limited, relative to the appointment of Mr. Montague G. Powell, K.C., to the Board of that Company as the British Director required by the Shaikh of Bahrein.

I have, &c.,
PASSFIELD.

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* No. 65. † C. 79035/30 [No. 138]: not printed. ‡ No. 74. § No. 75.
‖ Nos. 67 and 73.

C. 89035/31 [No. 1].

No. 77.

MR. H. R. BALLANTYNE to COLONIAL OFFICE.

[*Answered by No.* 78.]

SIR. 19-21, Moorgate, London, E.C.2, 27th February, 1931.

I HAVE to enclose herewith a letter, dated the 10th instant, addressed to you by the Bahrein Petroleum Company, Limited, informing you that I have been designated as the recognized channel of communication between that Company and His Majesty's Government in accordance with the relative term of the "Bahrein Concession," dated the 2nd December, 1925, more particularly referred to in such letter.

Assuming always that such designation is acceptable to you, I have to advise you that at an Adjourned Regular Meeting of the Board of Directors of the Bahrein Petroleum Company, Limited, held on the 30th December, 1930, Mr. Montagu G. Powell was elected as the British Director of the Company.

I have, &c.,
H. R. BALLANTYNE,
Solicitor.

Enclosure in No. 77.

The Bahrein Petroleum Company, Limited,
225, Bush Street, San Francisco,
California, 10th February, 1931

SIR,

THE oil and gas concession dated 2nd December, 1925, originally granted by Hamid Bin Sheikh Issa al Khalifah, Shaikh of Bahrein, to Eastern and General Syndicate Limited, and covering the Shaikh's territories comprising the Bahrein Islands in the Persian Gulf, which concession has been subsequently modified as to certain terms and conditions, has been assigned by said Syndicate to the undersigned, the Bahrein Petroleum Company, Limited. One of the conditions of the Shaikh's consent to the assignment is the following:—

> "The Bahrein Petroleum Company, Limited, as assignee of the Eastern and General Syndicate Limited, shall be and remain a British Company registered in Canada, but shall maintain an office in Great Britain which shall at all times be in the charge of a British subject who shall be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland."

By a letter dated 17th July, 1930, in compliance with said condition, the undersigned designated No. 31, Old Jewry, London, E.C.2, as its office in Great Britain, to be in charge of D. Duncan Smith, Esquire, a British subject. The undersigned is moving its office in Great Britain, and changing the person in charge thereof.

The undersigned therefore now designates 19/21, Moorgate, London, E.C.2, as its office in Great Britain, which shall be in charge of Hamilton Richard Ballantyne, Esquire, a British subject, who shall be the recognized channel of communication between His Majesty's Government and the undersigned. Mr. Ballantyne is associated with the firm of Nicholson, Graham, and Jones, Solicitors.

Very respectfully,
The Bahrein Petroleum Company Limited,
W. H. BERG,
Vice-President.

The Under-Secretary of State,
Colonial Office,
London, S.W.1,
England.

C. 89035/31 [No. 2].

No. 78.

COLONIAL OFFICE to MR. H. R. BALLANTYNE.

Downing Street, 9th March, 1931.

SIR,

I AM directed by Lord Passfield to thank you for your letter of the 27th February,* on the subject of the Bahrein Oil Concession and to state that he notes the contents of the Bahrein Petroleum Company, Limited's, letter of the 10th of February and also the notification of the election of Mr. Powell to the Board of Directors of the Company.

I am, &c.,
J. E. W. FLOOD.

C. 89035/31 [No. 9].

No 79.

THE ACTING POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 6th August, 1931.)

[*Answered by No.* 80.]

(Confidential.)
(No. 16.)

British Residency and Consulate-General,
Bushire, 22nd July, 1931.

MY LORD,

I HAVE the honour to report that Major Frank Holmes, on behalf of the Bahrein Petroleum Company has applied to the Shaikh of Bahrein under Article III of the Bahrein Oil Concession of 2nd December, 1925, for the grant of a prospecting licence to the Company in the terms of Schedule II to the Concession, the licence to run for a period of two years from 2nd December, 1930. As the Shaikh approves of the grant of the licence—to which the Company are entitled under the Article quoted above—I have authorized the execution of an agreement granting the licence. A copy will be forwarded to you in due course.

2. A copy of this despatch is being sent to the Government of India.

I have, &c.,
T. C. FOWLE,
Major,
Officiating Political Resident in the Persian Gulf.

C. 89035/31 [No. 10].

No. 80.

THE SECRETARY OF STATE to THE ACTING POLITICAL RESIDENT

(Confidential.)

Downing Street, 22nd August, 1931.

SIR,

I HAVE the honour to acknowledge the receipt of your Confidential despatch No. 16 of the 22nd of July† reporting that the Bahrein Petroleum Company has applied to the Shaikh of Bahrein under Article III of the Bahrein Oil Concession of the 2nd of December, 1925, for the grant of a prospecting licence in the terms of Schedule II to the Concession.

2. In this connexion attention is invited to my Confidential despatch of the 13th of October, 1930,‡ and previous correspondence regarding the sites required for an aerodrome and a seaplane station. A copy of a letter on this subject from the Colonial Office to the Eastern and General Syndicate, Limited, dated the 20th of September, 1929,§ is enclosed to complete your files.

I have, &c.,
PASSFIELD.

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* No. 77. † No. 79 ‡ C. 79035/30 [No. 124]: not printed. § No. 43.

KUWAIT.

C. 79178/30 [No. 1].

No. 81.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

[*Answered by No.* 82.]

19, St. Swithin's Lane,
London, E.C.4, 19th August, 1930.

SIR.

WE send herewith draft of suggested Concession for oil over the whole of the territories belonging to the Shaikh of Kuwait, which is identical with a draft which Major Frank Holmes has been discussing with the Political Agent, Kuwait.

We should be glad if you would kindly peruse this draft and let us know when it would be convenient, after the end of this month, to discuss the matter with Mr. E. W. Janson, and possibly, Major Frank Holmes, who may then be returning to London.

We are, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

Enclosure in No. 81.

IN the name of God the Merciful.

THIS AGREEMENT made the day of 19 . corresponding to day of 13 . At Kuwait between His Excellency Shaikh Ahmed bin Jabir Al Subah, C.I.E., Shaikh of Kuwait in Arabia (hereinafter called " the Shaikh " which expression where the context so admits shall include his heirs, successors, assigns, and subjects) of the first part, and Frank Holmes, of 19, St. Swithin's Lane, E.C.4, London, England, the true and lawful Attorney of the Eastern and General Syndicate Limited, whose registered office is at 19, St. Swithin's Lane, E.C.4, London, England (hereinafter called " the Company " which expression where the context so admits includes its assigns and successors) of the other part.

Whereas the Shaikh is desirous of developing the oil and petroleum resources of his territory, he has for that purpose, agreed to grant unto the Company the Concession hereinafter contained.

(1) In consideration of the rights, covenants and royalties hereinafter reserved and contained, the Shaikh, in exercise of his powers, as ruler and sovereign of his Dominions for himself, heirs, assigns, successors, and subjects, hereby grants unto the Company exclusively throughout the whole of the territory of the Shaikh, *including the islands and territorial waters subject to his control* (all hereinafter called " Kuwait Territory "), the rights, privileges, and interests enumerated in this Concession, and the Shaikh hereby grants free access to all the agents, successors and servants of the Company necessarily employed by the latter to all parts of the Kuwait Territory under the control of the Shaikh saving only sacred buildings, shrines, graveyards and the area within the present existing town wall of Kuwait.

The term for which this Concession is granted unto the Company is of seventy (70) calendar years from the date of the execution of these presents, the Company yielding and paying therefor the fees, payments, royalties, privileges, and rights to the Shaikh and subject to the provisions hereinafter enumerated.

If the Company, unless prevented by the Act of God or by war, fire, flood, or lightning or some other thing beyond human control, shall not have commenced its exploratory work of the surface of the Kuwait Territory through examination and investigation by its geologists and engineers within a period of nine (9) calendar months from the date hereof, then the provisions of these presents shall lapse and this deed shall be null and void and neither party shall have any claim against the other in consequence thereof and no moneys already paid to the Shaikh shall be returnable.

(2) The Shaikh hereby grants to the Company, during the term of this Concession the exclusive right to explore the Kuwait Territory for petroleum, natural gas, asphalt ozokerite, oil and its products, and grants to the Company the exclusive ownership of all said substances won from the Kuwait Territory, with the exclusive right to search for, own, exploit, develop, carry away, export, and sell said substances so won from

the Kuwait Territory, and for that purpose, and in connexion therewith, exercise in, over and upon the said lands any or all of the following things:—

(*a*) To drill, sink, make, erect, set, operate, construct, and maintain oil and gas wells, water wells, pits, buildings, camps, storage facilities for water and gas and oil, water, steam, oil and gas pipes, roads, waterways, pipelines, engines, machinery, furnaces, brick-kilns, cement ovens, workmen's cottages, railways, bridges, tramways, telephone and telegraph lines, and stations in connexion therewith, and other ways of communication and transportation, canals, wharves, dams, erections, and other works, and dwelling-houses for the Company's agents and workmen; and to do generally whatever the Company may deem expedient for the proper exploitation of the Kuwait Territory provided that does not harm general interest.

(*b*) To exclusively erect oil refineries and oil tanks, wherever the Company shall deem suitable whether in proximity to discovered wells or otherwise, provided such action does not in any way harm the general interest.

(*c*) To have and use free for any purpose connected with the working of the said Kuwait Territory stone, cement, lime, and other construction materials, and any water within the territory of the Shaikh and with the assistance of the Shaikh make and construct watercourses, reservoirs, and ponds for collecting such water, provided no harm to the general public or to individuals is apparent.

The Company shall, in peace time throughout the period of the Concession, accept and transmit, on its telegraph lines, the Shaikh's Government's telegrams whether in cypher or in clear and likewise allow him the use of its telephone lines, and also the Shaikh may use the railways, on special personal services throughout the period of the Concession during peace time, and have the full use thereof when his country is at war.

The Shaikh hereby grants free of charge, rent or cost to the Company all surface rights, easements, and privileges over the Kuwait Territory which it may find necessary for any of the purposes herein mentioned. However, in the event that the Company might desire to occupy lands covered by village areas, gardens or private water wells within the Kuwait Territory, then the Company shall not be permitted to enter into possession thereof without first making arrangements to do so with the Shaikh and through the Shaikh with the owners.

(3) The port and buildings which the Company require shall be erected outside the existing town wall of Kuwait. The Company shall have the right to construct and develop the harbours along the coast of Kuwait Territory, and to erect and construct wharves, cranes, employ dredgers, lay down buoys and erect lighthouses and do whatever may be necessary to make the harbours safe for the navigation of ships and barges, the loading and unloading of oil and its products, machinery and other goods belonging to or sent to the Company, the Shaikh granting to the Company the necessary and proper surface rights in connexion with such harbours. The Customs Administration of the ports developed by the Company shall be under the Shaikh's local Customs Officials and the Company undertakes to erect a conveniently large building for a Custom House at each such point and a suitable residence for the Shaikh's Official Representative. Should it be necessary also to maintain guards for the protection of the Company's works (wells, &c.,) inland or along the pipelines or other communications to the sea, the Company shall build suitable buildings for such guards at its own expense.

The Shaikh's flag and no other shall be used within the Kuwait Territory.

(4) The Company shall be free to construct, operate and maintain one or more pipelines in the Kuwait Territory and across same for the purpose of carrying oil, gas, and kindred substances (whether produced from the Kuwait Territory or elsewhere), connecting the oilfields and works with each other and with the harbour or harbours which the Company may establish or develop on the coast, and shall have the right to establish and maintain one or more coaling or oil stations along the coast of Kuwait, the use of such facilities being vested entirely in the Company. The Shaikh retains the right to grant permission to others besides the Company to import oil and coal, and lay pipelines for these purposes.

(5) The Company shall be free and at liberty to export, sell, and dispose to any place or people or country it may wish to, and in any manner it may desire all the oil and its products handled through its pipelines and harbour facilities, and the Shaikh and those acting under him shall not interfere with the internal management of the Company, but the Shaikh shall have the right to keep a general eye over the doings

of the Company. And he shall have the right to levy, and the Company undertakes to pay him a custom duty of one per cent. (1%) on all the oil and its products produced by it hereunder from the Kuwait Territory which the Company may export. In calculating such one per cent. (1%) on the oil exported, the value of the oil at the wells producing same shall be used.

(6) The Company shall have the right to import oil, machinery, equipment, plant, timber, utensils, ironwork, building materials, and everything belonging to or consigned to it, including medicines and food supplies for the use of the Company and its employees, but not for resale to others, free of customs or import duty and taxes or other charges, but it shall pay on all personal goods, clothing, and general merchandise imported by the Company for the personal use of its employees the ordinary duty in vogue in the Kuwait Territory computed on the values shown in original invoices plus expenses.

(7) Saving as herein provided, the Company shall be exempt and free, during the period of the Concession, from all harbour duties, taxes, imposts, and charges of any kind, tolls, and land surface rent of whatever nature, it being understood that the Company has no right to lease any building to any but its employees and agents. Should ships other than those engaged and used solely for the Company's business hereunder, either bringing or taking away, make use of the harbours, the Shaikh has the right to collect the usual harbour dues and taxes from such ships, and not from the Company, it being understood that the wharves and appurtenances erected by the Company are solely vested in the Company during the period of the Concession hereby granted and can only, during such period, be used by ships on other than the Company's business with the written permission of the Company.

(8) The ownership of this Concession may be transferred to, or the rights sold to, another company, and the Shaikh undertakes to sanction such transfer when so requested: Provided always that the rights, privileges, and interests accruing hereunder to the Shaikh shall not thereby be lessened, and provided further:—

(*a*) That the assignee company shall be one organized and registered either in Great Britain or organized and registered in Canada, and shall maintain an office in Great Britain which shall at all times be in charge of a British subject, who shall be the recognized channel of communication between the assignee company and His British Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

(*b*) That of the five directors of the assignee company one director shall at all times be a British subject who shall be *persona grata to* His British Majesty's Government. His selection for appointment as director shall be made in consultation with His British Majesty's Government, and his salary as director shall be provided by the assignee company It is understood that a reasonable time shall be allowed for the replacement of the British director in the event of this post falling vacant.

(*c*) That the assignee company shall at all times maintain in the region of the Persian Gulf an official to be called the " Chief Local Representative " of the assignee company, whose appointment shall be approved by His British Majesty's Government in the United Kingdom of Great Britain and Northern Ireland, and who shall be the sole representative of the company empowered to deal direct with the local authorities and population in Kuwait. All communications which that official may desire on behalf of the assignee company to address to the Shaikh of Kuwait shall be through the British Political Agent in Kuwait. For the first five years after the assignee company starts to operate in Kuwait or for such lesser period as the assignee company may operate in that territory, their Chief Local Representative shall be Major Frank Holmes, provided the arrangement between the Company and Major Holmes continues to be mutually satisfactory to them during such five years, or such lesser period above mentioned, provided also that any sooner determination of the appointment of Major Holmes shall be subject to the consent of His British Majesty's Government, which shall not be unreasonably withheld. It is understood that a reasonable time shall be allowed for the replacement of the Chief Local Representative in the event of this post falling vacant.

(*d*) That as many of the employees of the assignee company in Kuwait as is consistent with the efficient carrying on of the undertaking shall at all times be British subjects, or subjects of the Shaikh of Kuwait.

And if by any other ways or means the Concession is transferred or sold to a Third Party, this Concession will then become null and void, and the Company shall leave all the immovable property and wells intact, and they will be the property of the Shaikh.

(9) The Company's representatives in the Kuwait Territory shall be immune from local interference except with the leave of the Company, and (in matters concerning themselves but not where the subjects of the Shaikh are concerned) shall be responsible for their conduct to the Company's Board of Directors.

(10) If after commencing its operations in the Kuwait Territory, the Company for any reason other than the act of God, or war, fire, flood, or lightning or some other thing beyond human control, should discontinue the same for a continuous period of two calendar years (2 years) the Shaikh shall have the right to cancel the Agreement and no responsibility shall attach to either party.

(11) The Company or its employees shall not interfere in any manner or way with the politics of the Shaikh's dominions or with his subjects.

(12) The Company shall employ only native labour (*i.e.*, countrymen) under the supervision of the Company's European or other appointed officials, and the Shaikh agrees to assist, with the help of his Amirs and other local Agents, to procure and provide for the Company such native labour as the Company may require, and the Company on its part undertakes to make the fullest use of the local unskilled labour, in its judgment capable of performing the work, to the extent of the suitable supply for its requirements; but the Company has the right to import unskilled labour should the local supply prove insufficient or unsuitable to the extent of its requirements, and the Company has the right at all times to import skilled workmen of every kind—all subject to paragraph (*d*) of Article (8) above.

(13) The Company shall pay to the native workmen it employs a fair wage, such wage to be decided and stated by the Company's representative at the time the workman is engaged. The Company shall provide where possible medical attention and medicines free of charge to its native workmen during the time they are in employ of the Company.

(14) The Shaikh shall always afford the officials and employees of the Company every facility, assistance, and protection in carrying out their plans and projects as far as lies in his power, and shall allow them to excavate, dig, quarry, or drill the soil in the Kuwait Territory (saving only sacred buildings, shrines, graveyards, and the area within the present existing town wall of Kuwait) wherever they shall have reasonable prospects of discovering and winning petroleum or kindred products, and the Company by its officials shall be at liberty to abandon any excavation, pit, or well wherever and whenever they shall deem it expedient so to do, provided always that nothing in this article shall be presumed to give to the Company or its assignee or agents right of entry into, or on, to private properties without prior sanction of the Shaikh or his duly appointed representative.

(15) Within sixty days (60 days) from the signature of this Agreement, the Company in consideration of the Shaikh's granting this Concession and the assistance to be afforded to their employees, shall pay to the Shaikh the sum of Rupees Thirty Thousand (Rs. 30,000). But if the payment of this sum of Rupees Thirty Thousand (Rs. 30,000) is not made by the Company within 60 days specified, then this Agreement will become null and void.

And after first payment of Rupees Thirty Thousand (Rs. 30,000) as specified above in this article on each anniversary of the date of the signature of this Agreement, the Company shall pay to the Shaikh the sum of Rupees Twenty Thousand (Rs. 20,000).

The yearly payment of Rupees Twenty Thousand (Rs. 20,000) shall continue without fail whether the Company is working or not, until the Company should declare that oil has been found on the Kuwait Territory in commercially exploitable quantities, in which event it is agreed that this yearly payment shall cease after the expiry of the then current year for which same has been paid.

(16) Should the Company succeed in finding oil in commercially exploitable quantities, it agrees to pay to the Shaikh in lieu of the annual payment of Rupees Twenty Thousand (Rs. 20,000) provided for in Article (15) a royalty of Rupees Three and Annas Eight only (Rs. 3/8/-) per English ton of net crude oil got and saved (*i.e.*, after deducting water and foreign substances, and oil required for the customary operations of the Company's installations in the Shaikh's Territories).

(17) The Company hereby undertakes that the amount received by the Shaikh in respect of royalties shall not be less than Rupees Seventy Thousand (Rs. 70,000) in any complete calendar year in which the Company continues work, such calendar year to begin at the end of the last day of the year for which the annual payment of

Rupees Twenty Thousand (Rs. 20,000) has been paid, and it is only on the oil won after said day that the Shaikh's royalty begins to accrue. In the event of the Shaikh, in consultation with the Political Resident in the Persian Gulf, disputing the Company's decision as to the commercial exploitation, the Company hereby undertakes its readiness to submit the matter to arbitration as provided in Article (21) below.

(18) In the event of the Company failing within six calendar months (6 months) following the end of any calendar year to pay to the Shaikh the royalties due in respect of that calendar year or failing, save for causes beyond its control, to carry out its obligations under this Agreement, the Shaikh shall have the power to terminate the Concession, in which case the provisions of Article (19) (*b*) shall apply.

(19) The Company for itself, successors and assigns hereby covenants with the Shaikh in a manner following :—

(*a*) To pay the fees and payments required by this Deed at the time and in a manner appointed and also to observe the provisions herein contained.

(*b*) At the termination of the Concession whether by the expiration of its period of seventy calendar years (70 years) stipulated, or before such expiration under Articles (10) or (18) of this Agreement, but after the lapse of thirty-five (35) calendar years from the date hereof, to deliver to the Shaikh all buildings and erections of brick, stone, or other materials whatsoever, the railways, telegraphs and telephones, and other things standing and being on the Kuwait Territory, and all pits, wells, mines, waterways, pipelines, refineries, oil and water tanks, and all such other works and other things belonging to any of the mines and wells, fixed machinery, plants, railways, and their cabins and wagons, telegraph and telephone lines and port appurtenances belonging to the Company, and to leave the ports and harbours as they are, and to relinquish all rights vested in it under Article (7) of this Agreement, leaving also buoys and barges, in fact all fixed things belonging to it which are on the Kuwait Territory: Provided always that if this Concession shall terminate under Articles (10) or (18) of these presents within a period of thirty-five (35) calendar years from the date hereof, the Company shall have the right to remove from said Kuwait Territory any or all its plant, machinery, tools, apparatus, and other things belonging to it above mentioned.

(20) The Company shall do or cause to be done nothing in the Kuwait Territory, which, unless expressly authorized by the provisions herein contained, shall be an infringement of or derogatory to the rights, privileges and prerogatives inherent in the Shaikh as ruler of the Kuwait Territory, and in case any such infringement shall inadvertently have been committed by any of the Company's officials, upon due proof of such infringement being received by the Company's local representative, the Company shall forthwith make amends, as may seem fair and reasonable and suitable, and in case of dispute, the local Judge may be asked to arbitrate, and in case of further disagreement, it may be referred direct to the Shaikh for judgment.

(21) If at any time during or after the currency of this Agreement any doubt, difference or dispute shall arise between the Shaikh and the Company concerning the interpretation or execution hereof, or anything herein contained, or in connexion herewith, or the rights and liabilities of either party hereunder, the same shall, failing any agreement to settle it in any other way, be referred to two arbitrators, each part choosing one of such arbitrators, and an Umpire, who shall be the Political Resident in the Persian Gulf, or a person nominated by him, before proceeding to arbitration. Each party shall nominate its arbitrator within thirty (30) days after being requested in writing by the other party to do so. The decision of the arbitrators, or in the case of a difference of opinion between them, the decision of the Umpire, shall be final. The place of arbitration shall be such as may be agreed by the parties, and in default of agreement shall be Basra. If the question submitted to arbitration should involve the interpretation or execution hereof and the decision of the arbitrators is contrary to the contention of the Company, then the Company shall have a reasonable time thereafter within which to comply with such decision before it will be considered in default.

(22) The Company shall pay all moneys that may become due to the Shaikh under this Agreement into his account with the
Bank in . The Bank receipt for such money shall be a full discharge for the Company in regard to due payment.

(23) The Company reserves the right to surrender back at any time to the Shaikh this Concession on the Kuwait Territory and thereby terminate all its rights, privileges, responsibilities, and obligations hereunder with respect thereto. In such event, the annual payments under Article (15) and minimum amount of royalty under Article (17)

which the Company may then be paying to the Shaikh shall cease and terminate entirely. However, the Company shall make any payments then due hereunder for the then current year. Notice in writing shall be given to the Shaihk by the Company of its election to surrender as aforesaid and this Concession and Agreement shall be held as terminated as of the date of such notice. The provisions of Article (19) (*b*) shall apply in the event of such surrender.

(24) In the event of any discrepancy between the meanings of the English and Arabic versions hereof, the English version shall prevail.

(25) This Agreement, which comprises the preamble and twenty-four (24) Articles other than this, is made and signed by the parties hereto in Original, Duplicate and Triplicate, the Duplicate being retained by His Excellency the Sheikh and both the Original and Triplicate by the Company.

This Agreement extends over pages, all of which are signed by the parties at foot.

In witness whereof the said parties have hereunto set their hands and sealed the day, month and year shown below their respective signature, and God is gracious.

C. 79178/1930 [No. 2].

No. 82.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

[*Answered by No.* 85.]

Downing Street, 4th September, 1930.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 19th of August,* transmitting the draft of a suggested Oil Concession to cover the whole of the territories belonging to the Shaikh of Kuwait, and to inform you that before the matter can be discussed with representatives of the Eastern and General Syndicate Limited, it will be necessary to consult not only the other interested Departments but possibly also the Political Resident in the Persian Gulf.

2. It is noted that the draft Concession enclosed with your letter is identical with a draft which Major Frank Holmes has been discussing with the Political Agent at Kuwait and it would facilitate consideration of the matter if the result of those discussions could be communicated to this Department.

3. I am to express regret that it has not been possible to return an earlier reply to your letter.

I am, &c.,
J. E. W. FLOOD.

C. 79178/1930 [Nos. 3 and 4].

No. 83.

COLONIAL OFFICE to [PETROLEUM DEPARTMENT.] [INDIA OFFICE.]

[*Answered by Nos.* 89 *and* 94.]

Downing Street, 4th September, 1930.

SIR,

WITH reference to the letter from this Department of the 25th April, 1929,† and previous correspondence regarding the question of a grant of an Oil Concession in Kuwait to the Eastern and General Syndicate Limited, I am directed by Lord Passfield to transmit to you, to be laid before [the Secretary of Mines] [Mr. Secretary Benn], a copy of further correspondence‡ with the Syndicate on this subject.

2. The draft Concession is at present under consideration in this Department and Lord Passfield would be glad to be furnished with such observations as [Mr. Shinwell] [Mr. Benn] may desire to offer on the matter.

3. A similar letter is being addressed to the [India Office] [Petroleum Department] and a copy of this correspondence is being sent to the Foreign Office for information.

I am, &c.,
J. E. W. FLOOD.

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* No. 81. † C. 69096/29 [Nos. 6 and 7]: not printed. ‡ Nos. 81 and 82.

C. 79178/30 [No. 7].

No. 84.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 10th September, 1930.)

(Confidential.)
(No. 36.) British Residency and Consulate-General, Bushire,

MY LORD, 1st September, 1930.

I HAVE the honour to invite a reference to Sir Frederick Johnston's despatch No. 12 dated 14th March, 1929,* reporting a visit of Major F. Holmes to Kuwait and giving an account of certain borings carried out by him there.

2. Major Holmes has now visited Kuwait again, arriving on the 4th August and leaving about the 23rd August. He wrote officially to the Political Agent informing him that he had (i) to make a settlement with His Excellency the Shaikh regarding the well boring contract and (ii) to renew negotiations for an Oil Concession covering Kuwait territory.

3. Colonel Dickson had informed me some time previously that he had heard that Major Holmes was coming to Kuwait and sought my instructions as to the line of action to be adopted should the Shaikh seek his advice. I informed him that I had no particular instructions to give him in this matter but that I thought the Shaikh's attention might suitably be invited to the fact that if any concession was negotiated steps should be taken to ensure that a clause on the lines of that set in the third paragraph of Mr. Amery's Confidential despatch "A," dated 19th June, 1928,† was included. This Colonel Dickson did and the Shaikh also gave Major Holmes a copy of the clause and told him that it must be inserted in any agreement that was come to. I now forward for the information of His Majesty's Government a copy of a letter addressed by Major Holmes to Colonel Dickson.

4. I have not yet received a copy of the draft Concession but shall doubtless do so next mail and will forward it for Your Lordship's information as soon as received. It will be seen, however, that Major Holmes takes exception to the nationality clause and proposes to try to get it modified and to substitute a clause on the lines of the Bahrein Oil Concession. The Shaikh of Kuwait however informed Colonel Dickson that under no circumstances would he agree to the Concession being transferred to an American company and he himself was insistent that the nationality clause should be inserted and that the concessionaires should be British.

5. I am sending a copy of this despatch to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

Enclosure in No. 84.

COPY OF LETTER DATED 20TH AUGUST, 1930, FROM MAJOR F. HOLMES, EASTERN AND GENERAL SYNDICATE LIMITED, TO LIEUTENANT-COLONEL H. R. P. DICKSON, C.I.E., POLITICAL AGENT, KUWAIT.

Two copies of a draft Concession that my company propose discussing with His Excellency the Shaikh of Kuwait will be handed into your office during the course of a few days. The nationality clause which the Colonial Office desire to be incorporated in any Oil Concession granted by the Shaikh of Kuwait causes much difficulty with our American associates and it is the intention of my company to take up the question of modifying the Nationality Clause with the Colonial Office with a view of it being altered to conform with that agreed in the case of the Bahrein Oil Concession. The draft Concession being handed into your office has been, so far as the Nationality Clause is concerned, altered to conform with the Bahrein Oil Concession. It is the intention of my company to take up this question at once with the Colonial Office.

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* C. 69096/29 [No. 5]: not printed. † No. 3.

C. 79178/30 [No. 11].

No. 85.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

19, St. Swithin's Lane, London, E.C.4, 16th September, 1930.

SIR,

I HAVE to acknowledge the receipt of your letter of the 4th instant,* and am instructed to send herewith a copy of a letter of to-day's date, addressed to this Syndicate by Major Frank Holmes, setting out the position in regard to the negotiations for the proposed Kuwait Oil Concession at the date of his departure from Kuwait on the 20th ultimo.

I am, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

Enclosure in No. 85.

16th September, 1930.

DEAR SIR,

WITH reference to the letter received by you from the Colonial Office, dated the 4th instant, the following was the position of the proposed Kuwait Oil Concession when I left Kuwait on the 20th August, 1930. I had informed the Political Agent, Kuwait, that I intended negotiating an Oil Concession covering Kuwait Territory with His Excellency Sir Ahmed bin Jabar Al Subar, Ruler of Kuwait. The Political Agent told me that there was no objection to my doing so, but that he would have to inform Sir Ahmed, acting under instructions from the Honourable the Political Resident in the Persian Gulf, that in any concession agreement dealing with oil, the British Nationality Clauses would have to be inserted.

The Shaikh informed me that he was willing to discuss immediately a concession, but beyond referring briefly to the suggested terms of the concession to the Shaikh's Secretary of State, I did not go into details with the Shaikh, as I wished first to consult my Directors as to whether it would not be preferable to ask the Colonial Office to accept, in place of the British Nationality Clauses, the clauses that were agreed in the case of the Bahrein Oil Concession. I informed the Political Agent that it was my intention to return to London to confer with the Directors and at the same time told him that I would have two copies of the proposed draft Concession Agreement made, one copy for the Honourable the Political Resident in the Persian Gulf, and one copy for the Political Agent, Kuwait. The two copies were handed to the Political Agent, Kuwait, on the 29th August, 1930, with a request that one copy be sent to the Political Resident, Bushire. This I did so that the Political Resident and the Political Agent, Kuwait, could forward their views on the subject to the Colonial Office and so save time in the forthcoming negotiations with them here.

Yours, &c.,
FRANK HOLMES

The Secretary,
Eastern and General Syndicate Limited,
19 St. Swithin's Lane,
E.C.4.

C. 79178/30 [No. 15].

No. 86

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 6th October, 1930.)

(Confidential.)
(No. 38.)

British Residency and Consulate-General,
Bushire, the 17th September, 1930.

SIR,

IN continuation of my despatch No. 36 dated 1st September, 1930,† I have the honour to submit, for the information of His Majesty's Government, a copy of the draft Concession‡ which Major Holmes presented to the Shaikh of Kuwait.

* No. 82. † No. 84. ‡ Enclosure in No. 81.

2. Colonel Dickson informs me that he is submitting his comments on this Concession shortly, and I therefore, forbear at present from criticizing the Concession in detail.

3. Many of its clauses, however, appear to me to be open to serious objection It will be seen that the Company seeks the authority to establish anywhere in Kuwait territory, railways, tramways, telephone and telegraph lines, canals, ports, buoys, and lighthouses and buildings of every description. Further, it seeks the right to establish coaling and oiling stations along the coast of Kuwait, and then, having obtained these very extensive rights, to transfer them to another Company on the same terms as the Eastern and General Syndicate have transferred their rights in Bahrein to the Standard Oil Company of California. In fact the general tenor of this Concession may be best gauged from the concluding paragraph of Article 3, from which it will be seen that the Company do not claim the right to fly their own flag in Kuwait territory!

4. Further, it is proposed that Major Holmes should be the chief local representative of the Company in Kuwait, though, how it will be possible for him to be the chief local representative in two different places is not clear.

5. I trust it will be possible for me to submit my detailed comments on this agreement very shortly, but I have thought it desirable to forward a copy of the Concession without delay as Major Holmes has already proceeded to England and will doubtless discuss the matter there.

6. I am sending a copy of this despatch to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieut.-Colonel,
Political Resident in the Persian Gulf.

C. 79178/30 [No. 19].

No. 87.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

19, St. Swithin's Lane, London, E.C.4, 17th October, 1930.

SIR,

WITH reference to the recent correspondence and interviews with you on the subject of an Oil Concession at Kuwait, I am desired to review briefly the previous negotiations and developments relating thereto.

This Syndicate, through its representative, Major Frank Holmes, has had relations with the Shaikh of Kuwait extending over a number of years, and has carried out water drilling operations for him. We received in September, 1925, the approval of your office to our negotiating an Oil Concession with the Shaikh of Kuwait on the lines of the Bahrein Concession, in which Concession no stipulations in the nature of nationality provisions were embodied, and, in these circumstances, the Syndicate felt justified in making the agreement with the Eastern Gulf Oil Company of the 30th November, 1927, copy of which was furnished you on the 28th December, 1928, by which the Syndicate undertook to use its best endeavours to obtain a concession from the Shaikh of Kuwait and to assign it to the Eastern Gulf Oil Company or a nominee controlled by it. Active negotiations with the Shaikh of Kuwait were then carried on by Major Holmes regarding the precise terms of the Concession and the terms and conditions of the granting of same were virtually reached and the signature to the Concession was in fact obtainable from the Shaikh of Kuwait, who had personally informed the Political Agent he intended to sign the Concession, when the completion of the negotiations was stopped by the Political Agent in November, 1928, by notification to Major Holmes to the effect that British Nationality Clauses would be necessary in the Kuwait Concession similar to those required in the case of the Bahrein Concession when the Syndicate made its application to you for an extension of its Exploration Licence thereon on 22nd October, 1928.*

After prolonged discussions with you, the British Nationality Clauses required for the Bahrein Concession were modified by the substitution of the conditions contained in your letters of the 16th September, 1929,† and 3rd January, 1930,‡ and seeing that these conditions were mutually satisfactory both to you and to ourselves and our American friends, we and our American friends had complete confidence that such conditions would also apply equally to the Kuwait Concession.

* No. 4. † No. 42. ‡ No. 46

When, however, negotiations with the Shaikh of Kuwait were resumed in August of this year by Major Holmes in Kuwait, he was advised by the Political Agent at Kuwait, acting under instructions from the Political Resident in the Persian Gulf, that while there was no objection to the negotiation by the Syndicate of the Concession with the Shaikh of Kuwait, the Nationality Clauses, as stipulated by your Office for the Bahrein Concession, would have to be inserted in the Kuwait Concession Agreement.

With our letter of the 19th August, 1930,* we sent you a draft of the Kuwait Concession now under negotiation, in which draft the British Nationality Clauses do not appear, but in their place conditions agreed with you in the case of the Bahrein Concession are incorporated.

With reference to paragraph 1 of your letter of 4th September, 1930,† I am to express the hope that the necessary consultations with the other interested departments as well as with the Political Resident in the Persian Gulf have been completed, and that your favourable decision in the matter will be communicated to us at an early date in order that we may proceed to the consummation of the Kuwait Concession and carry out our obligations to the Eastern Gulf Oil Company.

I am, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

C. 79178/30 [No. 21].

No. 88.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 18th October, 1930.)

(Confidential.)
(No. 42.) British Residency and Consulate-General, Bushire,
6th October, 1930.

MY LORD,

IN continuation of my despatch No. 38, dated 17th September, 1930,‡ I have the honour to submit for the consideration of His Majesty's Government some further comments regarding the draft Concession which the Eastern and General Syndicate desire to negotiate with the Shaikh of Kuwait.

2. The first point which I think should be decided is whether the Eastern and General Syndicate are prepared to accept the insertion of the Nationality Clause. From the terms of the draft Concession it is evident that they do not propose to work the Concession themselves but to transfer it to another company, and there can be but little doubt that this will be the Bahrein Petroleum Company or another subsidiary company of the Standard Oil Company of California formed for the express purpose of working this Concession. The Shaikh of Kuwait has informed Colonel Dickson definitely that he is not prepared to grant the Concession to American interests. I personally consider it most undesirable that he should do so: although they have obtained a Concession in Bahrein, it would seem desirable, if possible, to exclude them from other places in the Persian Gulf. If the Nationality Clause is insisted upon, it seems not improbable that the Eastern and General Syndicate will abandon the attempt to obtain a concession and then there will be no need to consider the matter further. Should they, however, desire to obtain a concession and be willing to accept the Nationality Clause then I submit for consideration the following points which have been brought to my notice by Colonel Dickson.

3. The first point the Political Agent has raised is the question of what are known as the Bandar Shuwaik lands. In my despatch No. 20 of the 30th April, 1930,§ (copy to Government of India under endorsement No. 196-S of same date) I expressed the view that on strategic grounds it was desirable to maintain the independence of Kuwait and I understand that this view is shared by the Air Ministry and possibly also by the Admiralty. As His Majesty's Government are aware, the Shuwaik area was formerly leased by us from the Ruler and given up in 1922. It is of great value because it possesses a good deep water anchorage a few hundred feet from the mainland completely

* No. 81. † No. 82. ‡ No. 86. § C. 79008/30 [No. 11]: not printed.

protected from the north-west wind by the Island of Grain. Colonel Dickson considers that should it at any time be considered desirable to establish an air or naval base in Kuwait this would be the place for it and that unless steps were taken to prevent its occupation, this would be the first place to be seized upon by any commercial concern desirous of establishing a harbour in Kuwait. Similarly, in the Political Agent's opinion the only suitable site for future cantonments, having regard to the intense summer heat of Kuwait, is the land lying along the northern shore of the Ras-al-Ardh Peninsula, starting from al-Shaab to the Ras-al-Ardh point. In this area the summer temperature is always 7 to 10 degrees cooler than anywhere further inland because both the north-west and south-east winds which prevail blow across water. He considers, therefore, that it is desirable to exclude this area to a depth of one mile from the shore from the terms of the Concession and also the aerodrome and encamping grounds of al-Dasma and al-Nigara, one and two miles respectively south-east of Kuwait and on the road to the reserved area mentioned above. I agree generally with these views and consider it essential that any areas which may subsequently be required for military, naval, or air force purposes should be excluded from the Concession. I attach herewith a note giving the amendments which Colonel Dickson considers should be made to the existing agreement to give effect to the above proposal.

4. It will be seen that the powers sought by the Company are exceedingly extensive. In Article 2 (*a*) they seek power to establish telegraph lines. This I do not think should be granted to them. Should the Company at any time desire to establish telegraph communication between any of their offices or works it would doubtless be possible to arrange with the administration then running the Kuwait telegraphs to construct a telegraph line for them at their cost.

5. Paragraph 2 (*c*) authorizes them to use any water within the territory of the Shaikh and with the assistance of the Shaikh to make watercourses, &c. This seems to me to be very vaguely worded. The term " any water within the territory of the Shaikh " is exceedingly wide and might enable the Company to take over wells in Kuwait territory for their own exclusive use which are required by the Kuwait tribes. Again, I do not understand the meaning of the words " with the assistance of the Shaikh." Does this impose any liability on him or not?

6. Again, further on, the Company acquire all surface rights, easements, and privileges over Kuwait territory which it may find necessary for any of the purposes of the Concession; though village areas are subsequently excluded. I am not aware of the exact meaning of the above words, but they seem to confer exceedingly extensive rights which, I think, should be more clearly defined.

7. In paragraph 3 the Company seek the right to lay down buoys and erect lighthouses. This I consider should not be granted to them. It is desirable to have a uniform system of lights and buoys throughout the Gulf, and I consider that the power of putting down buoys and erecting lighthouses, &c., should remain in the hands of one authority, and that the Company should have no rights in this respect. Should they consider the lights and buoys inadequate for their purposes it seems improbable that they would experience any difficulty in obtaining from the Conservancy Board or other authority responsible for the lighting and buoying of the Gulf additional buoys or lights provided they were prepared to pay the bill.

8. In Article 4 the Company seek the right to establish coal and oil stations along the coast. There would seem to be serious objections to this if the Company is to be an American one but possibly not the same objections if it is to remain British.

9. In Article 5 the Shaikh is accorded the right to keep a general eye over the doings of the Company. This seems to me a somewhat meaningless phrase capable of almost any interpretation that one may care to put on it. The rights of the Shaikh in this respect should, I think, be much more closely defined.

10. For the reasons stated above Articles 8 (*a*) and (*b*) should, I consider, be replaced by the Nationality Clause. It will be seen that Major Holmes proposes to be Chief Local Representative at Kuwait as well as at Bahrein. I do not see how this is possible The intention of appointing Major Holmes Chief Local Representative at Bahrein was to have someone more or less permanently on the spot with whom any questions that arose could at once be discussed. It would seem impossible for Major Holmes to fulfil this function in two separate places. In this connexion I may mention that I gained the impression when talking to Major Holmes that it was by no means his intention to reside permanently at Bahrein and this impression has been strengthened by the present Concession. I would venture to suggest, therefore, that an inquiry

should be made from the Eastern and General Syndicate as to Major Holmes' intentions in this respect and that some arrangement should be come to under which he should reside for some stipulated period, say, nine months in each year, at Bahrein.

I am sending a copy of this despatch, and of its enclosure, to the Foreign Secretary to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

Enclosure in No. 88.

STATEMENT SHOWING CORRECTIONS AND ADDITIONS WHICH IT IS PROPOSED SHOULD BE MADE IN MAJOR HOLMES' DRAFT OIL AGREEMENT OF 1930 WITH THE SHAIKH OF KUWAIT.

(1) ON page , line , the full titles " Shaikh Sir Ahmad bin Jabir Al-Subah, K.C.I.E , C.S.I., Ruler of Kuwait," should be inserted.

(2) In Article 1, page 75, line 24, after the word Kuwait insert the words :—

" *also* saving the area known as the Shuwaik lands and harbour, till recently leased to His Majesty's Government, as a Naval coal depot and anchorage, *and* the existing Kuwait aerodromes together with the adjacent camping grounds of al-Dasma and al-Nigara in their entirety, *also* the northern shore of the Ras al-Ardh promontery to a depth of 1 mile inland, from the house of Shaikh Abdullah al-Salim known as al-Shaab from the west to a point 1½ miles east of the village of Dimna."

(3) In Article 2 (*a*), page 76, line 12, after word " *interest* " insert " and the areas and places mentioned in Article 1 above are excluded."

(4) In Article 2 (*c*), page 76, line 22. delete the words " in peace time."

(5) In Article 2 (*c*), page 76, line 29, after word " *territory* " insert " saving those portions mentioned in Article 1 above."

(6) At end of Article 3, page 76, line 50, after the word " *used* " insert " by the Company."

(7) In Article 4, page 76, line 59, after word " purposes," insert following :—

" *Always provided that any engagements entered into by the Shaikh with His Majesty's Government or any treaty rights held by His Majesty's Government are not infringed* "

(8) In Article 5, page 77, lines 4 and 5. Suggest *in interests of Shaikh* that words " *at the wells* " should be replaced by words " *at the port of export.*"

(9) In Article 6, page 77, line 8, after word " medicines," delete sentence from " *and to others,*" and insert instead " *but excluding motor cars, motor lorries, and food supplies for the use of the Company and its employees.*"

(10) In Article 7, page 77, line 15, delete words " *harbour dues* [*? duties*]."

(11) In Article 7, page 77, lines 20 and 21, delete the words " *and not from the Company.*"

(12) In Article 8, page 77, delete *the whole of paragraphs* (*a*) *and* (*b*) and insert instead under (*a*) the British Nationality Clause ordered to be inserted by the Secretary of State for the Colonies, *vide* Bushire Residency letter No. 290-S dated 4th August, 1928, which reads as follows :—

" The Company shall at all times be and remain a British Company registered in Great Britain or a British Colony, and having its principal place of business within His Majesty's Dominions, the Chairman and Managing Directors (if any) and a majority of the other Directors of which, shall at all times be British subjects, and neither the Company nor the premises, liberties, powers, and privileges hereby granted and demised, nor any land occupied for any of the purposes of the lease shall at any time be or become directly or indirectly, controlled or managed, by a foreigner or foreigners, or any foreign corporation or corporations, and the local General Manager of the Company, and as large a percentage of the local staff employed by them, as circumstances permit, shall at all times be British subjects, or subjects of the Shaikh.

" In the above clause, the expression ' foreigner ' means any person who is neither a British subject nor a subject of the Shaikh, and the expression ' foreign Corporation ' means any corporation other than a corporation established under and subject to the laws of some part of His Majesty's Dominions, and having its principal place of business in those Dominions."

Note.—In Article 8, and in view of alterations in Article 12 above, existing paragraph (*c*) becomes (*b*), and existing paragraph (*d*) becomes (*c*).

(13) In Article 9, page 78, at end of Article after word " *Directors,*" insert following :—

" Always provided that the control over British subjects and other non-Muslim foreigners remains vested in the hands of the Political Agent as laid down in His Majesty's Kuwait Order in Council of 1925, and that the provisions of the said Order in Council are not infringed in any way."

(14) In Article 11, page 78, after word " *subjects* " insert following :—

" and shall not run counter to, or act in anyway contrary to the interests of His Majesty's Government having due regard to the engagements, agreements, and treaties entered into by the Shaikh with His Majesty's Government."

(15) In Article 12, page 78 Instead of word " countrymen " in brackets, insert word " *Arabs* " and immediately after it insert words, " who should be."

(16) In Article 14, page 78, line 35, after word " *Kuwait* " insert words " and the other places and areas mentioned in Article 1 above."

(17) In Article 17, page 78, line 63. In interests of Shaikh one ought to try and get Rs. 70,000/- altered to Rs. 100,000/-. The former figure is much too small.

(18) In Article 21, page 79, line 54, for " *Basra* " insert word " Kuwait."

(19) In Article 25, page 80, line 10. After " duplicate " delete " *and,*" and after word " triplicate " insert words " *and quadruplicate.*" Also in line 12, after word " *company* " insert following :—

" while quadruplicate copy is to be sent to the Honorable the Political Resident in the Persian Gulf."

[Signature illegible],
Lieutenant-Colonel,
Political Agent, Kuwait.

C. 79178/30 [No. 22].

No. 89.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

[*Answered by No.* 96.]

(Mines Department), Dean Stanley Street, Millbank,
Westminster, London, S.W.1, 28th October, 1930.

SIR,

WITH reference to your letter of 4th September,* regarding the question of the proposed grant of an Oil Concession to the Eastern and General Syndicate in Kuwait, I am directed by the Secretary for Mines to request you to inform the Secretary of State that, with a view to ascertaining whether there was any prospect of British interests being willing to undertake exploration for oil in this area, a letter was addressed to Sir John Cadman asking whether either the Anglo-Persian Oil Company or the 'Iraq Petroleum Company would be prepared to consider the matter. A reply has now been received from Sir John Cadman stating that very little geological work has been done and reports leave little room for optimism. The Anglo-Persian Oil Company had, however, for a long time been interested in the subject of concessions in Bahrein and Kuwait and in view of the special geographical position of these territories the Company were prepared to take their chance. They regard it as important, however, that the concessionary obligations should be of a reasonable character and it was on this point that their previous negotiations had broken down. They considered the royalty obligations too high and the clause relating to Customs duties unduly onerous. Negotiations were rendered more difficult by the fact that the Eastern and General Syndicate seemed ready to accept the obligations to which the Anglo-Persian Oil Company objected and to outbid them on other points although their apparent object has been to traffic in concessions rather than to carry out honest development work.

Before answering specifically the question as to whether the Anglo-Persian Oil Company is prepared to reconsider its decision in the matter, Sir John Cadman would like to know the character of the terms which the Eastern and General Syndicate is prepared to offer in Kuwait and he would also be glad to know the terms on which the Concession in Bahrein was actually concluded.

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* No. 83.

Before replying to Sir John Cadman, Mr. Shinwell would be glad to know whether there would be any objection to supplying Sir John Cadman confidentially with a copy of the Bahrein Concession and a general summary of the terms which the Eastern and General Syndicate is prepared to offer.

I am, &c.,
H. W. COLE.

C. 79178/30 [No. 23].

No. 90.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 1st November, 1930.)

(Confidential.)
(No. 43.) British Residency and Consulate-General,
Bushire, the 20th October, 1930.

SIR,

IN continuation of my despatch No. 42, dated 6th October, 1930,* and with reference to letter dated 19th August, 1930,† addressed by the Eastern and General Syndicate Limited to the Colonial Office, I have the honour to state that Colonel Dickson has asked me to explain that Major Holmes never discussed the draft treaty with him and that he did not, as a matter of fact, see the draft treaty until Major Holmes had left Basrah, when he instructed his clerk to send Colonel Dickson two copies. All that Major Holmes did discuss with Colonel Dickson was the Nationality Clause, which he said his principles, the American Gulf Company, would certainly object to.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

C. 79178/30 [No. 24].

No. 91.

EASTERN AND GENERAL SYNDICATE LIMITED to COLONIAL OFFICE.

[*Answered by No.* 92.]

SIR, 19, St. Swithin's Lane, London, E.C.4, 3rd November, 1930.

I AM desired to acknowledge receipt of your letter of the 28th ultimo,‡ in regard to the Kuwait Concession.

As we are most anxious that the matter may be expedited as much as possible, we would request, if no further news has been received from the Indian Government and the Political Resident in the Persian Gulf, that you kindly cable to these offices at the expense of this Syndicate and obtain their views by cable

You are aware that Major Holmes was unable to continue negotiations in Kuwait on account of the British Nationality Clauses being insisted upon by the Political Resident in the Persian Gulf; hence we withdrew him and had him return to London in August of this year in order that you might have the benefit of his presence to assist you in arriving at your decision.

For many reasons it is essential that Major Holmes should return to Arabia very shortly, and you will understand my Directors' anxiety that your decision in regard to the Kuwait Concession should be communicated to them before he leaves.

I am, &c.
(for Eastern and General Syndicate Limited),
H. T. ADAMS,
Secretary.

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* No. 88. † No. 81. ‡ C. 79178/30 [No. 20]: not printed.

C. 79178/30 [No. 26].

No. 92.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE LIMITED.

GENTLEMEN, Downing Street, 15th November, 1930.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 3rd November,* on the subject of the Kuwait Oil Concession, and to state that he has now received the comments of the Political Resident in the Persian Gulf and that the Secretary of State for India is in telegraphic correspondence with the Government of India. In the circumstances there seems to be no necessity to put you to the expense of further telegrams.

2. So far as Major Holmes is concerned, Lord Passfield sees no reason why he should remain indefinitely in this country. Lord Passfield is aware that the Shaikh of Kuwait insists upon the British Nationality Clauses in the proposed Agreement, but he does not consider that Major Holmes' presence in London is necessary in connexion with any discussions on that topic.

3. In the absence of information as to the views of the Government of India and of other Departments of His Majesty's Government regarding the proposed Concession, Lord Passfield is not yet in a position to make any pronouncement on that subject; but he takes the opportunity to point out that, under the proposed agreement, it is suggested that Major Holmes should be the Chief Local Representative of the Company at Kuwait as well as Chief Local Representative of the Bahrein Company. It appears to Lord Passfield that there may be some difficulty in carrying such an arrangement into effect. It is necessary both in the case of Bahrein and Kuwait that the local representative should be continually available, and although temporary absences for the purpose of relaxation, home leave, or health must, of course, be allowed, yet it is obviously desirable that the local representative should remain more or less permanently on the spot. I am accordingly to inquire what arrangements it is proposed to make in this connexion, and to point out that the presence of a local representative for a considerable proportion of the year would be essential. Lord Passfield would be glad to learn whether the Syndicate is prepared to agree that Major Holmes should reside for a minimum of, say, nine months in each year at Bahrein, in which case, it would, of course, be necessary to make other arrangements for the local representative at Kuwait, assuming, for the present purpose, that the Concession over that territory may eventually be granted.

I am, &c.,
J. J. PASKIN.

C. 79178/30 [No. 31]. PROOF.

No. 93.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 21st November, 1930.)

[*Answered by No.* 101.]

(Confidential.)
(No. 40.T.) Office of the Political Resident in the Persian Gulf,
Camp, Bahrein, 9th November, 1930.

MY LORD,

I HAVE the honour to invite a reference to the correspondence ending with my despatch No. 43 dated the 20th October, 1930,† regarding the Oil Concession which the Eastern and General Syndicate Limited desire to obtain from the Shaikh of Kuwait.

2. His Excellency Shaikh Sir Ahmad discussed the matter with me during my recent visit to Kuwait. He began by saying that Major Holmes had not shown him the draft agreement and that he did not know what terms he proposed to offer. His Excellency however was extremely emphatic regarding what is known as the Nationality Clause and said that under no conditions whatsoever would he grant a Concession to any concern that was not entirely and altogether British.

3. He stated that while he had no more dislike to increasing his income than anybody else, money could be too dearly purchased, and he was not prepared to obtain wealth at the sacrifice of his personal dignity. If the concern was entirely British and

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* No. 91. † No. 90.

difficulties arose with it or with its employees he could always seek redress from his Political Agent, but he would certainly not allow a lot of foreigners, over whom he would exercise no jurisdiction and who would not be controlled by the Political Agent, to enter his territory as it might place him in a difficult and what he would regard as an invidious position. I may mention that when the American mission were admitted to Kuwait, it was specifically stipulated that all the members of the mission and their servants should be subject to the jurisdiction of the Shaikh of Kuwait, and I am sure that the Shaikh will make a similar stipulation in the case of any employees of the company that may not be British subjects.

4. The Shaikh then went on to say that provided Major Holmes accepted the Nationality Clause and he himself was satisfied that the entire concern and their employees would be British subjects he would then inform Major Holmes on what terms he was prepared to grant him the Concession, and that it was not for Major Holmes to dictate terms to him.

5. It is clear, therefore, that the Shaikh will not grant the Concession to the Eastern and General Syndicate Limited if there is any risk of it being transferred by them to a foreign concern, and I think he will certainly impose very stringent conditions regarding the question of jurisdiction over the employees of the company. He informed me that he was frankly alarmed at the idea of a large and powerful syndicate being established in his territory and would certainly not grant a Concession except on his own terms.

6. In these circumstances and since the Shaikh is not likely to commit himself to any conditions which might be detrimental to British interests, I suggest that the Eastern and General Syndicate Limited might be informed that there is no objection to their representative discussing the matter with the Shaikh but that any agreement arrived at would be subject to the approval of His Majesty's Government. I personally consider it unlikely that any agreement would be arrived at, unless of course the Eastern and General Syndicate Limited definitely sever their connexion with their American associates, and modify considerably the terms contained in the draft forwarded to Your Lordship under my despatch No. 38 of the 17th September, 1930.*

7. I am sending a copy of this despatch to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

C. 79178/30 [No. 32].

No. 94.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 96.]

India Office, Whitehall, London, S.W.1, 1st December, 1930.

SIR,

IN reply to Mr. Flood's letter of 4th September,† on the question of the grant of an Oil Concession in Kuwait to the Eastern and General Syndicate Limited, I am directed by the Secretary of State for India to forward, for the information of the Secretary of State for the Colonies, a copy of the telegraphic correspondence with the Government of India.

2. The Secretary of State observes that the Shaikh of Kuwait is not prepared to agree to the transfer of the Concession, if granted, to an American company, and that, according to the Political Agent, Kuwait, His Excellency " himself was insistent that the Nationality Clause should be inserted and that the concessionaire should be British." In Mr. Secretary Benn's view, it is undesirable, in these circumstances, unless very strong arguments can be adduced from the point of view of His Majesty's Government, to apply any pressure to His Excellency in the matter.

3. So far as His Majesty's Government are concerned, the strategic importance of Kuwait and the necessity of maintaining it as an independent State under British protection are generally accepted (compare in this connexion correspondence ending with Colonial Office Confidential despatch to the High Commissioner in 'Iraq, dated 13th October, 1930‡). The transfer to any foreign concessionaire of rights so extensive as those contemplated by the draft Concession submitted by Major Holmes would, for practical purposes, have the result of leaving the Shaikh in the hands of a foreign

* No. 86. † No 83. ‡ C. 78388/30 [No. 131]: not printed.

company, and could not fail to react unfortunately on the position not only of the Shaikh himself, but of the British Representative in Kuwait. A further complication, which did not arise in the case of the Bahrein Oil Concession is that the Concession as drafted would cover the hinterland of Kuwait. The international difficulties which might arise from an attack on, or the murder of, foreign prospectors by tribesmen need no emphasis.

4. The Secretary of State does not overlook the fact that the Eastern and General Syndicate, if it is decided to insist on the proposed nationality restriction, will not improbably represent to the Gulf Company that this restriction is one which was suggested in the first place to the Shaikh by His Majesty's Government (see paragraph 1 of Major Holmes' letter of 16th September,* copy enclosed in Colonial Office letter of 3rd October,† and that in any case the Shaikh would probably respond to pressure from His Majesty's Government, and would be prepared to agree to provision for the assignment of the Concession if he could be sure that His Majesty's Government saw no objection. In these circumstances, the possibility that pressure may be brought to bear through the diplomatic channel to facilitate a settlement on the lines accepted in the case of Bahrein cannot be overlooked, and it is desirable to consider the general position of His Majesty's Government as regards the " open door " in the matter of Oil Concessions.

5. *Vis-à-vis* the United States Government, His Majesty's Government are uncommitted on the principle of exclusion in territories such as Kuwait. The reply given to a request by the United States Government for a statement of oil policy in similar territories in May, 1929, was that " His Majesty's Government feel bound to reserve to themselves the right to consider on its merits and in the light of the circumstances obtaining at the time, each proposal for the holding or operation of petroleum concessions by foreigners in such territories, and that they find themselves unable to make any such general statement of their policy " (Foreign Office letter to United States Embassy of 29th May, 1929). The general question of the policy to be adopted in regard to the grant of Oil Concessions *in British territory* has recently been reviewed by His Majesty's Government in the United Kingdom, who have decided, subject to various reservations, to approve in principle the policy of the open door in oil matters in territories under their administration; but it is clearly necessary to consider oil policy in any of the Gulf States—the position of which is quite peculiar—as a separate matter from that adopted in British territory; altogether different considerations are involved, and the general decision in regard to British territory is, of course, not applicable in cases such as that of Bahrein and Kuwait.

6. The Secretary of State is strongly of opinion, in the circumstances referred to in paragraphs 2 and 3 above, that there is no reason why any pressure should be brought to bear on the Shaikh of Kuwait to modify his attitude in the present case. No valid argument can, in his view, be based on the attitude adopted by His Majesty's Government in the matter of the Bahrein Oil Concession. In Bahrein the position was already compromised by the fact that a Concession had actually been granted to and taken up by the Eastern and General Syndicate, and that it contained no nationality bar. In the case of Kuwait not only has no Concession been negotiated, but the Shaikh is unwilling to grant one save to a *bona fide* British company, or to agree to a subsequent transfer to American interests. If the Eastern and General Syndicate have led the Gulf Oil Company to believe that their negotiations with the Shaikh of Kuwait had advanced further and had a greater prospect of success than was altogether justified by the facts, His Majesty's Government cannot be expected to take responsibility for the statements made by the Syndicate: nor is there any reason why, in face of the strong objections to the admittance of a foreign interest in the present instance, they should allow their hands to be forced a second time.

7. Mr. Benn would, therefore, strongly urge that the Eastern and General Syndicate should be informed that the Shaikh of Kuwait is not prepared to grant an Oil Concession, save to a *bona fide* British Company, or to agree to its transfer in any circumstances to a concessionaire of other than British nationality. The correspondence which has passed with the Eastern and General Syndicate in connexion with the Oil Concession in Bahrein suggests that its financial position is weak, and that it is perhaps unlikely to proceed with its negotiations for a Concession in Kuwait if it has reason to believe that provision for transfer will not be accepted by the Shaikh. Should, however, the Syndicate, in fact, prove willing to accept the proposed nationality bar in the Concession, it will be necessary to consider in greater detail the terms of the Con-

* Enclosure in No. 85. † C. 79178/30 [No. 13]: not printed.

cession itself. The Secretary of State is in general agreement with the criticisms of that Concession on points of detail advanced by the Political Resident and the Political Agent, Kuwait, and set out in Colonel Biscoe's despatch to the Secretary for the Colonies, No. 42, dated 6th October, 1930.* But this is an aspect of the question which does not at the present stage require detailed consideration, and which can be deferred until it is known whether the Syndicate are prepared to proceed with their request to be granted a Concession in the light of an intimation that no Concession would be granted save to a *bona fide* British company, and on the understanding that it will in no circumstances be transferred to interests other than British.

8. Copies of this letter are being sent to the Foreign Office and the Petroleum Department of the Board of Trade.

I am, &c.,
J. G. LAITHWAITE.

Enclosure 1 in No. 94.

SECRETARY OF STATE FOR INDIA TO GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT.

(Dated 17th October, 1930.)

Telegram.

(Paraphrase.)

No. 3331. PLEASE see Colonial Office letter dated 4th September, copy sent on 5th September by air mail. Oil Concession in Kuwait. Statements in Eastern and General Syndicate's Agreement with Gulf Company of November, 1927, regarding Kuwait Concession (see enclosures to Colonial Office letter of 16th January, 1929, copy in Walton's letter, dated 7th March, 1929, to Bray) of course in no way commit us. In case of Kuwait there seem strong general political objections to foreigners holding concession of extensive character proposed, apart from Shaikh's reluctance to admit foreigners, while boring operations by foreigners in hinterland or attack by tribesmen on them might easily cause difficulties. Hence I am inclined, subject to your observations, which please telegraph as soon as possible, to suggest to Colonial Office that we should refuse to advise Shaikh to alter his attitude on nationality. Even if Syndicate were prepared to give way on this point we should in any case have closely to scrutinize terms of Concession.

Enclosure 2 in No. 94.

GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Dated 30th October, 1928.)

Telegram.

(Paraphrase.)

No. 3596-S. WITH reference to your telegram 3331, dated 18th October, Political Resident in the Persian Gulf telegraphs as follows No. 946, dated 24th October:—

That there are strong political objections to Concession of so extensive a nature being held by foreigners in Kuwait is a view with which I entirely agree; and the Nationality Clause will, I trust, be insisted upon and the precedent of Bahrein not be followed. As letter of 5th September from Colonial Office to India Office (forwarded under endorsement of Foreign and Political Department of 15th October) points out, Kuwait is place of strategical importance and objections in its case are thus even more serious than in that of Bahrein. My despatch No. 42 to Colonial Office, dated 6th October, copy to Government of India on same date under my endorsement 544-S, contains my detailed criticisms. Foregoing refers to your telegram 3533-S of 23rd October.—*Ends.*

On receipt of Resident's despatch referred to we will forward our comments.

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* No. 88.

Enclosure 3 in No. 94.

GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Dated 14th November, 1930.)

Telegram.

(Paraphrase.)

WE agree that Shaikh should not be advised to modify his attitude on Nationalty Clause, and share your views as to the objections to the grant of such extensive concessions to foreigners.

We agree generally, as regards matters of detail, with views expressed in his letter No. 42 of 6th October to the Colonial Office by Biscoe, but before any draft is finally approved we should like to be consulted again.

Foregoing refers to your telegram No. 3331 and our telegram No. 3596-S dated 30th October. Oil Concessions in Kuwait.

C. 79178/30 [No. 36].

No. 95.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 102.]

SIR, Foreign Office, S.W.1, 3rd December, 1930.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of the 18th November,* enclosing copies of despatches from the Political Resident in the Persian Gulf relative to the draft Oil Concession which the Eastern and General Syndicate desire to negotiate with the Shaikh of Kuwait.

2. It is observed from Lieutenant-Colonel Biscoe's despatch No. 43 of the 20th October,† that Major Holmes has stated that his principals, the American Gulf Company, would certainly object to the inclusion in the Concession of a clause stipulating that the Concession shall only be worked by British interests. Mr. Henderson considers that, should the Shaikh of Kuwait's insistance on such a clause be maintained, representations on the subject may be received from the United States Government and that it would be easier to meet such representations if the Shaikh's decision on this point were available in writing. I am therefore to suggest, for the consideration of Lord Passfield, that steps should be taken to obtain such a document from the Shaikh.

3. Copies of this letter are being sent to the India Office and the Petroleum Department.

I am, &c.,
G. W. RENDEL.

C. 79178/30 [Nos. 33, 34, and 35].

No. 96.

COLONIAL OFFICE to

[1] FOREIGN OFFICE, [2] INDIA OFFICE, [3] PETROLEUM DEPARTMENT.

[*Answered by Nos.* 97, 98, *and* 99.]

SIR, Downing Street, 8th December, 1930.

WITH reference to [*To* [1] and [3]: the letter from this Department of the 17th November,‡] [*To* [2]: your letter of 1st of December§] and to previous correspondence regarding the Oil Concession which the Eastern and General Syndicate Limited desire to obtain from the Shaikh of Kuwait I am directed by Lord Passfield to transmit to you [*To* [1]: Mr. Secretary Henderson,] [*To* [2]: Mr. Secretary Benn,] [*To* [3]: the Secretary for Mines,] a copy of a further despatch‖ on this subject from the Political Resident in the Persian Gulf, together with copies of letters from the Syndicate dated the 17th of October¶ and the 3rd of November** and of the interim replies†† which have been returned.

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* C. 79178/30 [No. 28]: not printed. † No. 90. ‡ C. 79178/30 [Nos. 28 and 29]: not printed. § No. 94. ‖ No. 93. ¶ No. 87. ** No. 91. †† C. 79178/30 [No. 20]: not printed, and No. 92.

2. It will be observed from the Resident's despatch that the Shaikh of Kuwait has emphatically expressed his unwillingness to grant a Concession to any concern that is not entirely British. Lord Passfield sees no reason to attempt to induce the Shaikh to alter his attitude in this respect, and subject to [*To* [1] : Mr. Henderson's] [*To* [2] : Mr. Benn's] [*To* [3] : Mr. Shinwell's] concurrence, he proposes to inform the Eastern and General Syndicate that the Shaikh of Kuwait insists on the inclusion of a British Nationality Clause in any Concession which he may grant; that His Majesty's Government are not prepared to advise the Shaikh in a contrary sense, and that consequently the Syndicate's proposals are not acceptable.

[*To* [3] : 3. I am to take this opportunity to acknowledge the receipt of your letter of the 28th of October,* in which Mr. Shinwell asks whether there would be any objection to supplying Sir John Cadman confidentially with a copy of the Bahrein Concession and a general summary of the terms which the Eastern and General Syndicate are prepared to offer in connexion with the Kuwait Concession. Lord Passfield sees no objection to the terms of the Bahrein Concession, which is a *fait accompli*, being communicated to Sir John Cadman.

4. In the case of the Kuwait Concession, however, the position is different. So far as this Concession is concerned Sir John Cadman and the groups which he represents must be regarded as commercial competitors and it would, in Lord Passfield's view be inadvisable to disclose to one competitor the terms which have been offered by another. If, however, Mr. Shinwell deems it expedient that some information on the subject should be given to Sir John Cadman, Lord Passfield would have no objection to his being informed that the proposed Kuwait Concession is on generally similar lines to the Concession already granted to the Eastern and General Syndicate in Bahrein with variations as to payments, but His Lordship would be opposed to making any more definite statement.]

[*To* [1] and [2] : 3. A similar letter is being addressed to [the India Office and Petroleum Department.] [the Foreign Office and Petroleum Department.]]

[*To* [3] : 5. Letters in the sense of the first two paragraphs of this letter are being addressed to the Foreign Office and to the India Office.]

I am, &c.,
O. G. R. WILLIAMS.

C. 79178/30 [No. 37].

No. 97.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

(Mines Department), Dean Stanley Street, Millbank,
SIR, Westminster, London, S.W.1, 10th December, 1930.

WITH reference to your letter of 8th December,† regarding the application by the Eastern and General Syndicate for an Oil Concession in Kuwait, I am directed by the Secretary for Mines to say that in view of the information supplied by the Political Resident in the Persian Gulf in his despatch of 9th November,‡ the Secretary for Mines concurs in the reply which it is proposed to send to the Syndicate.

Mr. Shinwell also accepts the view of Lord Passfield that it would be inadvisable at this stage to inform Sir John Cadman of the terms offered by the Eastern and General Syndicate. He is, however, communicating with Sir John Cadman on the lines suggested in paragraph 4 of your letter, and enclosing for his information a copy of the Concession already granted in Bahrein.

I am, &c.,
H. W. COLE,
Director.

C. 79178/30 [No. 38].

No. 98.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 16th December, 1930.

IN reply to Mr. Williams's letter of the 8th December,† I am directed by the Secretary of State for India to say that he concurs in the reply which the Secretary

* No. 89. † No. 96. ‡ No. 93.

of State for the Colonies proposes to return to the Eastern and General Syndicate in respect of their application for an Oil Concession in Kuwait.

Copies of this letter are being sent to the Foreign Office and Petroleum Department.

I am, &c.,
J. C. WALTON.

C. 79178/30 [No. 41].

No. 99.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 10th January, 1931.

WITH reference to your letter of the 8th December, 1930,* I am directed by Mr. Secretary Henderson to request you to inform Lord Passfield that he concurs in the terms of the reply which His Lordship proposes to address to the Eastern and General Syndicate Limited, relative to their desire to obtain an Oil Concession from the Shaikh of Kuwait.

2. Copies of this letter are being sent to the India Office and Petroleum Department.

I am, &c.,
C. W. BAXTER.

C. 89178/31 [No. 1].

No. 100.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

Petroleum Department (Mines Department), Dean Stanley Street,
SIR, Millbank, Westminster, London, S.W.1, 20th January, 1931.

I AM directed by the Secretary for Mines to refer to the letter from this Department of 28th October,† and your reply of 8th December, 1930,* regarding the possibility of the Anglo-Persian Oil Company being prepared to undertake exploration for oil in Kuwait, and to request you to inform Lord Passfield that a reply has now been received from Sir John Cadman on the subject. The Anglo-Persian Oil Company state that they regret that the geological information at their disposal does not encourage them to take any further steps in the matter. They endeavoured in 1921 to obtain a Concession but without success, and the present condition of the oil market and the discovery of further large resources of oil in 'Iraq have not tended to strengthen the case for expending any more capital on oil exploration in Kuwait. The country of Kuwait appears to be entirely covered with alluvium and rocks of recent geological age which would involve drilling of a very speculative type.

A copy of this letter has been forwarded to the Foreign Office and India Office.

I am, &c.,
F. C. STARLING.

C. 79178/30 [No. 42].

No. 101.

THE SECRETARY OF STATE to THE POLITICAL RESIDENT.

(Sent 2.30 p.m., 28th January, 1931.)

TELEGRAM.

No. 3. YOUR Confidential despatch 9th November, No. 40-T.‡ Eastern and General Syndicate are being informed that Shaikh of Kuwait insists on inclusion of British Control Clause in any Concession that he may grant; that His Majesty's Government are not prepared to advise him to reconsider this attitude and that the Syndicate's proposals are, therefore, unacceptable in their present form.—PASSFIELD.

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* No. 96. † No. 89. ‡ No. 93.

C. 79178/30 [No. 43].

No. 102.

COLONIAL OFFICE to FOREIGN OFFICE

[*Answered by No.* 104.]

Downing Street, 31st January, 1931.

SIR,

I AM directed by Lord Passfield to refer to your letter of the 3rd of December,* on the subject of the Kuwait Oil Concession, in which it is suggested that, in order to meet possible representations by the Government of the United States of America, a statement in writing might be obtained from the Shaikh of Kuwait to the effect that he insists on the inclusion of a British Control Clause in any Concession which he may grant in respect of his territory.

2. Lord Passfield feels considerable hesitation in adopting this suggestion. In the first place, he finds it difficult to believe that in the event of representations being received from the Government of the United States of America, a reply from His Majesty's Government based on categorical information received from their representative in the Persian Gulf would not be accepted, at any rate, so far as the facts of the case were concerned. In this connexion attention is invited to despatch No. 49 T. of the 9th of November† from the Resident in the Persian Gulf (a copy of which was sent to the Foreign Office under cover of Colonial Office letter of the 8th of December),‡ from which it will be observed that at an interview with Colonel Biscoe the Shaikh of Kuwait expressed in forcible terms his refusal to grant a Concession to any concern that was not entirely British.

3. In the second place the Secretary of State is disposed to doubt the wisdom of taking any step at this stage which might unduly embarrass the Shaikh in the future, should he desire to recede from the attitude which he has now seen fit to adopt In the present instance it has been agreed that His Majesty's Government need make no effort to persuade the Shaikh to grant a Concession to the Eastern and General Syndicate, who have made no secret of their intention to transfer it to foreign interests at the first opportunity. On the other hand, if in the future some non-British concern of adequate standing should apply to the Shaikh for the grant of a Concession with the definite intention of developing the oil resources of his territory, His Majesty's Government might welcome a change in the Shaikh's attitude. Such a change would not be made easier by the existence of a document of the nature proposed in your letter.

4. In all the circumstances, therefore, Lord Passfield trusts that after reconsideration of the matter Mr. Henderson will agree with his view that matters should be allowed to remain as they are.

5. A copy of this letter is being sent to the India Office and the Petroleum Department.

I have, &c.,
J. E. W. FLOOD

C. 79178/30 [No. 44].

No. 103.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE, LIMITED.

[*Answered by No.* 107.]

Downing Street, 31st January, 1931.

SIR,

WITH reference to the letter from this Department of the 15th of November,§ regarding the application of the Eastern and General Syndicate, Limited, for the grant of an Oil Concession in Kuwait, I am directed by Lord Passfield to state that it has now been ascertained that the Shaikh of Kuwait has definitely refused to grant a Concession to any concern that is not entirely British and that he will insist on the inclusion of a "British Control" Clause in any concession which he may grant in respect of his territory.

2. In the light of this information, your Syndicate's application has been carefully considered in consultation with the other interested Departments and the Government of India, and I am now to inform you that His Majesty's Government are not

* No. 95. † No. 93. ‡ No. 96. § No. 92.

prepared to advise the Shaikh of Kuwait to reconsider his attitude in this matter, and that they, therefore, regret that your Syndicate's proposals for the grant of a Concession in respect of the Shaikh's territory cannot be accepted in their present form.

I am, &c.,
J. E. W. FLOOD.

C. 89178/31 [No. 3].

No. 104.

FOREIGN OFFICE to COLONIAL OFFICE.

Foreign Office, S.W.1, 10th February, 1931.

SIR,

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of Colonial Office letter of the 31st January,* regarding the suggestion that a statement should be obtained in writing from the Shaikh of Kuwait recording his insistence on the inclusion of a British Control Clause in any Oil Concession which he may grant in respect of his territory.

2. In reply, I am to request you to inform Lord Passfield that, in view of the considerations advanced in your letter, Mr. Henderson is prepared to agree that this suggestion should not be pursued.

3. Copies of this letter are being sent to the India Office and Petroleum Department.

I am, &c.,
G. W. RENDEL.

C. 89178/31 [No. 10].

No. 105.

LIEUTENANT-COLONEL H. V. BISCOE (POLITICAL RESIDENT IN THE PERSIAN GULF)

to

SIR JOHN SHUCKBURGH (COLONIAL OFFICE).

(Received 24th June, 1931.)

(Confidential.)

British Residency, Bushire, 26th May, 1931.

MY DEAR SHUCKBURGH,

WILL you please refer to telegram No. 3 of the 28th January, 1931,† regarding the Kuwait Oil Concession. I now forward, for your information, a copy of a demi-official letter received from Dickson, on the subject, together with a draft agreement that Holmes has presented to the Shaikh

I think it is very probable that during Dickson's absence Holmes may try to get something definite out of the Shaikh, but I do not think he will succeed. As I am just leaving for home myself and have not had time to go into the draft agreement in detail I forbear from any comments. The general terms of the agreement, however, seem to be rather similar to those of the first one, but you will see that he has tried to evade the nationality clause by asking for authority to transfer the concession to a Canadian company, which would of course be the Standard Oil Company in disguise. No action seems to be called for at present, but should you care to discuss the matter with me at home I shall of course be available.

Yours, &c.,
H. V. BISCOE.

Enclosure in No. 105.

(Confidential.)

Political Agency, Kuwait,
Dated the 21st May, 1931.

MY DEAR COLONEL BISCOE,

WILL you please refer to your Confidential despatches No. 42, dated 6th October, 1930, and No. 40-T of 9th November, 1930, to the Secretary of State for the Colonies

* No. 102. † No. 101.

and subsequent correspondence regarding Major F. Holmes's oil activities here, and especially to Colonial Office letter, dated 31st January, 1931, to the Eastern and General Syndicate.

2. Before you leave for England and I for Palestine and Cyprus, I think it my duty to write and tell you that the activities of Major Holmes in Kuwait rather fill me with concern, and I do not feel exactly happy at the thought that he will remain in Kuwait after my departure, and will probably start a fresh " attack " on the Shaikh, over his precious Oil Concession.

3. Holmes is, I am convinced, not playing straight by this Agency and is trying to short-circuit us to the best of his power and generally keep us in the dark as to his activities. His various moves on his present visit are given below.

4. He arrived in Kuwait on 16th April, 1931, with a flourish of trumpets, informing the Shaikh by wire from different places en route that he was coming. His passport was endorsed in Baghdad for as many journeys as he chose to make to Kuwait during the year.

5. On final arrival at Kuwait he called on me and told me he had only come to close down his so-called water-boring plant and pay the Shaikh compensation of Rs. 10,000/- for not finding water. In reality the plant is an oil-boring machine of the usual type, and I have every reason to believe he never contemplated from the first trying to find water but merely was putting down a trial " oil " bore. I have also good reason to believe that results have been highly satisfactory from his point of view.

6. On the 1st May the Shaikh told me that Holmes had given him " notes " for Rs. 10,000/-, and had asked permission to remove the " water- " boring plant, which was to be sent to Bahrein. The Shaikh highly praised Holmes's " generosity " which he said was most unexpected.

7. The machinery was then dismantled, but under the excuse that existing pipes could not be withdrawn, only ten tubes out of a pipe depth of 750 feet (approximate) were removed. The rest have been left *in situ*, and the whole thing has been covered over with earth. The boring machine now awaits shipment to Bahrein.

8. On the 7th May the Shaikh informed me confidentially that Holmes had called and given him two draft oil agreements for consideration, but that he, the Shaikh, had had no time to see them.

9. Thinking that Holmes would come round and discuss matters with me or at least send me a copy of the agreement, I waited patiently till the 15th May without results. I then visited the Shaikh and asked if he could let me see the copies sent to him. This was readily done, and they were sent round to me. The Shaikh at this interview assured me that Holmes had in no way discussed the drafts with him, nor mentioned anything at all about the " British Nationality Clause " which both he (the Shaikh) and we had required to be included.

10. At this and a subsequent interview the Shaikh made it quite clear to me that he would look at no agreement unless it contained the " British Nationality Clause," in accordance with his wish expressed to you and me.

11. Having read both Holmes's draft agreements sent me by the Shaikh, I found that the first was exactly a facsimile of the one he had put in to the Shaikh last year, and which he had been told was not acceptable. The second was an entirely new one.

12 On the 16th, I wrote to Holmes (copy attached) and asked him to send me a copy of the draft which I understood he had given to the Shaikh, and on the same day he forwarded me a copy of the second and new agreement only. He followed up his covering note by calling and apologizing for not having sent it before, and talked very big about what the Colonial Office had said to him, and he to the Colonial Office. I, for my part, adopted a guarded attitude and refused to be drawn.

13. After his departure I examined the new agreement, and found that it contained no clause whatsoever that complied with the " Nationality Clause " we stood out for; instead, Clause 8 had been inserted which, as you will see for yourself, in no way meets the case, and to my mind is even more objectionable than that inserted in the 1930 draft agreement. I also found certain differences between the Arabic and English texts which I have marked.

14. I rather suspect that Holmes hopes to push his present draft through by judicious palm-oiling of certain high dignitaries here after I am gone. I do not, of course, believe the Shaikh will succumb to such an attack—I have far too much confidence on his sense.

15. I enclose with this the copy of the draft agreement in question, with a request that should you desire to give me any special instructions in the matter, these might be sent me by telegram.

16. I shall of course explain to Greenway before I go how the local " oil " situation stands, but beyond this and advising him to be on his guard I do not myself counsel any particular action at present.

17. In the meantime Holmes shows no signs of leaving Kuwait, and rather pointedly avoided the Senior Naval Officer on his recent visit here by hurrying off to Basra.

Yours, &c.,
H. R. P. DICKSON

The Honourable Lieutenant-Colonel H. V. Biscoe, I.A.,
Political Resident in the Persian Gulf, Bushire.

Copy of a confidential demi-official letter from Lieutenant-Colonel H. R. P. Dickson, C.I.E., Political Agent, Kuwait, to Major Holmes, No. 68, dated 16th May, 1931.

I understand that you have submitted a new draft oil agreement to His Excellency the Shaikh for consideration and approval.

Should this be the case, I should be glad if you could let me have a copy of the draft agreement at your earliest convenience for submission to the Honourable the Political Resident in the Persian Gulf.

Copy of a demi-official letter from Major Holmes to the Political Agent, Kuwait, dated the 16th May, 1931.

Herewith the copy of the draft Concession recently submitted to His Excellency the Shaikh Ahmed for his consideration which you wish for the Political Resident.

Translation of a demi-official letter dated 15th May from His Excellency the Shaikh of Kuwait to the Political Agent, Kuwait.

Major Frank Holmes, on behalf of the Eastern and General Syndicate, Limited, has given me two copies containing different articles in connexion with the Oil Concession in the territories of Kuwait. I, before everything, send these two copies to Your Excellency to examine their articles, as I will never agree to accept any agreement unless it has the prior approval of the British Government.

In the Name of God The Merciful.

THIS AGREMENT made the day of day of , 13. , 1931, corresponding to At Kuwait between HIS EXCELLENCY SHAIKH AHMED BIN JABIR AL SUBAH, K.C.I.E., C.S.I., SHAIKH OF KUWAIT IN ARABIA (hereinafter called THE SHAIKH, which expression where the context so admits shall include HIS HEIRS, SUCCESSORS, ASSIGNS and SUBJECTS) of the First Part, and Frank Holmes, of 18, St. Swithin's Lane, E.C.4, London. England, the true and Lawful Attorney of THE EASTERN AND GENERAL SYNDICATE, LIMITED, whose Registered Office is at 19, St. Swithin's Lane, E.C.4, London, England (hereinafter called THE COMPANY, which expression where the context so admits includes its ASSIGNS and SUCCESSORS) of the Other Part.

WHEREAS THE SHAIKH is desirous of developing the Oil and Petroleum Resources of His Territory, he has for that purpose, agreed to grant unto THE COMPANY the Concession hereinafter contained.

(1) In consideration of the rights, covenants and royalties hereinafter reserved and contained, THE SHAIKH in exercise of his powers, as Ruler and Sovereign of His Dominions for Himself, Heirs, Assigns, Successors, and Subjects, hereby grants unto THE COMPANY exclusively:

The exclusive right whereby THE COMPANY shall be entitled throughout the whole of the territories of THE SHAIKH to explore and search the surface of such territories for natural gas, petroleum, and all products of oil. THE SHAIKH grants free access to all the agents, successors, and servants of THE COMPANY necessarily employed by the latter to all parts of the Kuwait territory under the control of THE SHAIKH, saving only sacred buildings, shrines, graveyards and the area within the existing town wall of Kuwait.

THE SHAIKH grants unto THE COMPANY the right, for a period of Two (2) Calendar years to count from the date hereof, to select from the whole of the Kuwait territories

under the control of THE SHAIKH, saving only sacred buildings, shrines, graveyards, and the area within the existing town wall of Kuwait, an aggregate area not exceeding six hundred forty (640) square miles, divided and located as THE COMPANY may decide, into five (5) or more blocks, which blocks selected by THE COMPANY shall be hereinafter called the "CONCEDED TERRITORY," and THE SHAIKH hereby grants the following rights and privileges as stated herein, together with the easements and rights and privileges over the Kuwait territory to be exercised in connexion with the rights and operations of THE COMPANY in the said CONCEDED TERRITORY, including surface rights over Kuwait territory necessary for the buildings, camps, storage facilities for water and oil, pipelines, water and steam lines, roads, railways, telegraph and telephone lines and other ways of communication. In the event that THE COMPANY might desire to occupy lands covered by village areas, gardens or private water wells included within the CONCEDED TERRITORY, THE COMPANY shall not be permitted to enter into possession thereof without first making arrangement to do so with THE SHAIKH and through THE SHAIKH with the owners.

Within the above-mentioned period of two (2) calendar years THE COMPANY will advise THE SHAIKH of the CONCEDED TERRITORY which THE COMPANY may select under this clause by delivering to THE SHAIKH for attachment to His copy of this agreement a signed map showing in detail the boundaries of the said CONCEDED TERRITORY.

The term for which this concession covering the CONCEDED TTRRITORY is granted unto THE COMPANY is of seventy (70) calendar years from the date of the execution of these presents, THE COMPANY yielding and paying therefor the fees, payments, royalties, privileges and rights to THE SHAIKH and subject to the provisions hereinafter enumerated.

If THE COMPANY, unless prevented by the Act of God or from war, fire, flood, or lightning or some other thing beyond human control, shall not have commenced its exploratory work of the surface of the Kuwait territory through examination and investigation by its geologists and engineers within a period of nine (9) calendar months from the date hereof, then the provisions of these presents shall lapse and this deed shall be null and void and neither party shall have any claim against the other in consequence thereof and no moneys already paid to THE SHAIKH shall be returnable.

(2) THE SHAIKH hereby grants to THE COMPANY, during the term of this concession, the exclusive right to explore the CONCEDED TERRITORY for petroleum, natural gas, asphalt, ozokerite, oil, and its products and grants to THE COMPANY the exclusive ownership of all said substances won from the CONCEDED TERRITORY, with the exclusive right to search for, own, exploit, develop, carry away, export, and sell such substances so won from the CONCEDED TERRITORY, and for that purpose, and in connexion therewith, exercise in, over and upon the said lands any or all of the following things:

(*a*) To drill, sink, make, erect, set, and construct wells and pits, waterways, pipelines, engines, machinery, furnaces, brick-kilns, cement ovens, workmen's cottages, construct railways, bridges, tramways and other ways of communication, canals, wharves, dams, erections and other works, to build dwelling-houses for THE COMPANY'S agents and workmen and set up stations thereto, to install telephone and telegraph lines, and to do generally whatever THE COMPANY may deem expedient for the proper exploitation of the CONCEDED TERRITORY provided that does not harm private and general interest.

(*b*) To exclusively erect oil refineries, oil and water tanks, outside the existing town wall of Kuwait, wherever THE COMPANY shall deem suitable whether in proximity to discovered wells or otherwise, provided such action does not in any way harm the private and general interest.

(*c*) To have and use for any purpose connected with the working of the said CONCEDED TERRITORY any water within the territory of THE SHAIKH and with the assistance of THE SHAIKH make and construct water-courses, reservoirs and ponds for collecting such water, provided no harm to the general public or to individuals is apparent.

THE COMPANY shall, in peace time throughout the period of THE CONCESSION, accept and transmit, on its telegraph lines, THE SHAIKH'S GOVERNMENT'S telegrams whether in cypher or in clear and likewise allow him the use of its telephone lines, and also THE SHAIKH may use the railways, on special personal services throughout the period of THE CONCESSION during peace time, and have the full use thereof when His Country is at war.

(3) The port and buildings which THE COMPANY require shall be erected outside the existing town wall of Kuwait, THE COMPANY shall have the power within or without the CONCEDED TERRITORY to construct and develop the harbours along the coast of

Kuwait territory and to erect and construct wharves, cranes, employ dredgers, lay down buoys and erect lighthouses and do whatever may be necessary to make the harbours safe for the navigation of ships and barges, the unloading of machinery and other goods belonging to or sent to THE COMPANY. THE SHAIKH granting to THE COMPANY the necessary and proper surface rights in connexion with such harbours. The Customs Administration of the ports developed by THE COMPANY shall be under THE SHAIKH'S local Customs officials and THE COMPANY undertakes to erect a conveniently large building for a Custom House at each such point and a suitable residence for THE SHAIKH'S Official Representative. Should it be necessary also to maintain a guard for the protection of THE COMPANY'S works (wells, &c.) inland or along the pipelines or other communications to the sea, THE COMPANY shall build suitable buildings for such guards at its own expense.

THE SHAIKH'S flag and no other shall be used within the CONCEDED TERRITORY.

(4) THE COMPANY shall be free to construct in the Kuwait territory roads, tramways, railroads and other ways of communication and telegraph and telephone lines and one or more pipelines for the purpose of carrying oil, gas and kindred substances, also water and steam, connecting THE COMPANY'S fields and works with each other and with the harbour or harbours which THE COMPANY may establish on the coast of Kuwait and shall have the right to establish and maintain one or more coaling or oil stations along the coast of Kuwait, the use of such facilities being vested entirely in THE COMPANY. THE SHAIKH retains the right to grant permission to others besides THE COMPANY to import oil and coal and lay pipelines for these purposes.

(5) THE COMPANY shall be free and at liberty to export, sell and dispose to any place or people or country it may wish to and in any manner it may desire the oil and its products won from the CONCEDED TERRITORY and THE SHAIKH and those acting under Him shall not interfere with the internal management of THE COMPANY, but THE SHAIKH shall have the right to keep a general eye over the doings of THE COMPANY. And He shall have the right to levy, and THE COMPANY undertakes to pay Him, on all the oil and its products exported, a custom duty of one per cent. (1 per cent.) on the oil exported, the value of the oil at the wells producing same shall be used.

(6) THE COMPANY shall have the right to import all its machinery, equipment, plant, timber, utensils, iron, work, building materials and everything belonging to or consigned to it, including medicines and food supplies for the use of THE COMPANY and its employees but not for resale to others, free of customs import duty and taxes, but it shall pay on all personal goods, clothing, and general merchandize imported by THE COMPANY for the personal use of its employees the ordinary duty in vogue in the Kuwait territory computed on the values shown in original invoices plus expenses.

(7) THE COMPANY shall be exempt and free, during the period of THE CONCESSION, from all harbour duties and taxes of any kind, tolls, and land surface rent of whatever nature. it being understood that THE COMPANY has no right to lease and building to any but its employees and agents. Should ships other than those engaged and used solely for THE COMPANY'S business hereunder, either bringing or taking away, making use of the harbour, THE SHAIKH has the right to collect the usual harbour dues and taxes from such ships, and not from THE COMPANY, it being understood that the wharves erected by THE COMPANY are solely vested in THE COMPANY during the period of THE CONCESSION hereby granted and can only, during such period, be used by ships on other than THE COMPANY'S business with the written permission of THE COMPANY.

(8) The ownership of this CONCESSION may not be transferred to or the rights sold to any other company or companies whether British or otherwise, except to one or more British or Canadian companies nominated by THE EASTERN AND GENERAL SYNDICATE, LIMITED, AND THE SHAIKH undertakes to sanction such nominated transfer when it becomes necessary, provided always that the rights, privileges, and interests according to THE SHAIKH shall not thereby be prejudiced.

And if by any other ways or means THE CONCESSION is transferred or sold to a THIRD PARTY, THIS CONCESSION will then become null and void, and THE COMPANY shall leave all the immovable property and wells intact and they will be the property of THE SHAIKH

(9) THE COMPANY'S representatives in the Kuwait territory shall be immune from local interference except with the leave of THE COMPANY and (in matters concerning themselves but not where the Subjects of THE SHAIKH are concerned) shall be responsible for their conduct to THE COMPANY'S Board of Directors.

(10) If after commencing its operations in the CONCEDED TERRITORY, THE COMPANY for any reason other than THE ACT OF GOD, or from war, fire, flood, or lightning or some other thing beyond human control, should discontinue the same for a con-

tinuous period of TWO CALENDAR YEARS (2 years) THE SHAIKH shall have the right to cancel THE AGREEMENT and no responsibility shall attach to either party.

(11) THE COMPANY or Companies or their employees shall not interfere in any manner or way with the Politics of THE SHAIKH'S Dominions or with His Subjects.

(12) THE COMPANY shall employ only native labour (*i.e.*, countrymen) under the supervision of THE COMPANY'S European or other appointed officials and THE SHAIKH agrees to assist with the help of His Amirs and other local Agents to procure and provide for THE COMPANY such native labour as THE COMPANY may require, and THE COMPANY on its part undertakes to make the fullest use of the local unskilled labour, in its judgment capable of performing work, to the extent of the suitable supply for its requirements, but THE COMPANY has the right to import unskilled labour should the local supply prove insufficient or unsuitable to the extent of its requirements THE COMPANY has the right at all times to import skilled workmen of every kind.

(13) THE COMPANY shall pay to the native workmen it employs a fair wage, such wage to be decided and stated by THE COMPANY'S representatives at the time the workmen is engaged. THE COMPANY shall provide where possible medical attention and medicines free of charge, to its native workmen during the time they are in employ of THE COMPANY.

(14) THE SHAIKH shall aways afford the officials and employees of THE COMPANY every facility and assistance in carrying out their plans and projects as far as lies in His power, and shall allow them to excavate, dig, quarry, or drill the soil in THE CONCEDED TERRITORY wherever they shall have reasonable prospects of discovering and winning petroleum or kindred products, and THE COMPANY by its officials shall be at liberty to abandon any excavation, pit or well wherever and whenever they shall deem it expedient so to do, provided always that nothing in this article shall be presumed to give to THE COMPANY or its Assigns or Agents right of entry into, or on, to private properties without prior sanction of THE SHAIKH or His duly appointed representative.

(15) Within SIXTY DAYS (60 days) from the signature of this Agreement, THE COMPANY in consideration of THE SHAIKH'S granting this CONCESSION and the assistance to be afforded to their employees, shall pay to THE SHAIKH the sum of RUPEES THIRTY THOUSAND (Rs. 30,000). But if the payment of this sum of Rs. 30,000 is not made by THE COMPANY within (60) sixty days specified then this Agreement will become null and void.

And after first payment of Rs. 30,000 as specified above in this article on each anniversary of the date of the signature of this Agreement, THE COMPANY shall pay to THE SHAIKH the sum of RUPEES TWENTY THOUSAND (Rs. 20,000).

The yearly payment of RUPEES TWENTY THOUSAND (Rs 20,000) shall continue without fail whether THE COMPANY is working or not, until THE COMPANY should declare that oil has been found on THE CONCEDED TERRITORY in commercially exploitable quantities, in which event it is agreed that this yearly payment shall cease after the expiry of the then current year for which the rental of RUPEES TWENTY THOUSAND (Rs 20,000) has been paid.

(16) Should THE COMPANY succeed in finding oil in commercially exploitable quantities, it agrees to pay to THE SHAIKH in lieu of the annual payment of RUPEES TWENTY THOUSAND (Rs. 20,000) provided for in Article (15) fifteen, a royalty of RUPEES THREE AND ANNAS EIGHT ONLY (Rs. 3/8/-) per English ton of net crude oil got and saved (*i.e.*, after deducting water and foreign substances, and oil required for the customary operations of THE COMPANY'S installations in THE SHAIKH'S Territories).

(17) THE COMPANY hereby undertakes that the amount received by THE SHAIKH in respect of royalties shall not be less than RUPEES SEVENTY THOUSAND (Rs. 70,000) in any complete calendar year in which THE COMPANY continues work, such calendar year to begin at the end of the last day of the year from which the annual rental of RUPEES TWENTY THOUSAND (Rs. 20,000) has been paid, and it is only on the oil won after said day that THE SHAIKH'S royalty begins to accrue. In the event of THE SHAIKH, in consultation with the Political Resident in the Persian Gulf, disputing THE COMPANY'S decision as to the commercial exploitation, THE COMPANY hereby undertakes its readiness to submit the matter to arbitration as provided in Article (21) TWENTY-ONE below.

(18) In the event of THE COMPANY failing within SIX CALENDAR MONTHS (6 months) of the end of any calendar year to pay to THE SHAIKH the royalties due in respect of that calendar year or failing. save for causes beyond its control, to carry out its obligations under this AGREEMENT, THE SHAIKH shall have the power to terminate THE CONCESSION, in which case the provisions of Article (19) NINETEEN shall apply.

(19) THE COMPANY for itself, Successors and Assigns. hereby covenants with THE SHAIKH in a manner following :—

(*a*) To pay the fees and payments required by this DEED at the time and in a manner appointed and also to observe the provisions herein contained.

(*b*) At the termination of THE CONCESSION, whether by the expiration of its period of SEVENTY CALENDAR YEARS (70 years) stipulated, or before such expiration under Article (10) TEN of this AGREEMENT, but after the lapse of THIRTY-FIVE (35) calendar years from the date hereof, deliver to THE SHAIKH all buildings and erections of brick, stone, or other materials whatsoever, the railways, telegraphs, and telephones and other things standing and being on THE CONCEDED TERRITORY, and all pits, wells, mines, waterways, pipelines, refineries, oil and water tanks, and all such other works and other things belonging to any of the mines and wells, machinery, plants, railways and their cabins and wagons, telegraph and telephone lines and port appurtenances belonging to THE COMPANY, and to leave the ports and harbours as they are, and to relinquish all rights vested in it under Article SEVEN (7) of this AGREEMENT, leaving also buoys and barges, in fact, all things belonging to it which are on THE CONCEDED TERRITORY. Provided always that if this CONCESSION shall terminate under Article TEN (10) of these presents within a period of THIRTY-FIVE (35) calendar years from the date hereof, THE COMPANY shall have the right to remove from Kuwait any or all of its plant, machinery, tools, apparatus, and other things belonging to it above mentioned.

(20) THE COMPANY shall do or cause to be done nothing in THE CONCEDED TERRITORY, which, unless expressly authorized by the provision herein contained, shall be an infringement of or derogatory to the rights, privileges, and prerogatives inherent in THE SHAIKH as Ruler of THE CONCEDED TERRITORY, and in case any such infringement shall inadvertently have been committed by any of THE COMPANY'S Officials, upon due proof of such infringement being received by THE COMPANY'S local representative, THE COMPANY shall forthwith make such amends, as may seem fair and reasonable and suitable, and in case of dispute, the local Judge may be asked to arbitrate and in case of further disagreement, it may be referred direct to THE SHAIKH for judgment.

(21) If at any time during or after the currency of this AGREEMENT any doubt, difference, or dispute shall arise between THE SHAIKH and THE COMPANY concerning the interpretation or execution hereof, or anything herein contained, or in connexion herewith, or the rights and liabilities of either party hereunder, the same shall, failing any agreement to settle it in any other way, be referred to two arbitrators, each party choosing one of such arbitrators, and an Umpire who shall be the Political Resident in the Persian Gulf, or a person nominated by Him, before proceeding to arbitration each party shall nominate its arbitrator within THIRTY (30) days after being requested in writing by the other party to do so. The decision of the arbitrators, or in the case of a difference of opinion between them, the decision of the Referee, shall be final. The place of arbitration shall be such as may be agreed by the parties, and in default of agreement shall be Basrah.

(22) THE COMPANY shall pay all monies that may become due to THE SHAIKH under this Agreement into His account with the Bank in . The bank receipt for such money shall be a full discharge for THE COMPANY in regard to due payments

(23) In the event of any discrepancy between the meanings of the English and Arabic versions hereof, the English version shall prevail.

(24) This AGREEMENT, which comprises the preamble and TWENTY-THREE (23) Articles other than this, is made and signed by the parties hereto in Original, Duplicate, and Triplicate, the Duplicate being retained by HIS EXCELLENCY THE SHAIKH and both the Original and Triplicate by THE COMPANY.

This AGREEMENT extends over pages, all of which are signed by the parties at foot

IN WITNESS WHEREOF the said parties have hereunto set their hands and sealed the day, month, and year shown below their respective signatures, and GOD IS GRACIOUS.

C. 89178/31 [No. 15].

No. 106.

ACTING POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 22nd July, 1931.)

[*Answered by No.* 112.]

(Confidential.)
(No. 14.)

British Residency and Consulate-General, Bushire,
7th July, 1931.

My Lord,

With reference to Your Lordship's telegram No. 3, dated the 28th January last,* I have the honour to forward, for the information of His Majesty's Government, a copy of the correspondence received from the Officiating Political Agent, Kuwait. Dr. Greenway, on being telegraphed to, has confirmed that the Shaikh's reply to Major Holmes was issued in the terms of the draft enclosed, and has reported that the latter left Kuwait on the 4th July, apparently bound for London by air.

2. It is unfortunate that Dr. Greenway did not refer to me before conveying his approval of the Shaikh's draft reply to Major Holmes, the significance of which appears to have escaped him.

3. The attitude hitherto maintained by His Majesty's Government *vis-à-vis* the Eastern and General Syndicate was that the Shaikh of Kuwait himself insisted on the inclusion of the British Control clause and that His Majesty's Government were not prepared to advise him to reconsider this attitude. It will be seen from the Shaikh's letter to Major Holmes that the former has retreated from the position he has hitherto maintained (*vide* paragraph 2 of Colonel Biscoe's despatch No. 40. T, dated 9th November, 1930†), has now thrown on His Majesty's Government the onus of the insistence on the inclusion of the British Control clause, and has informed Major Holmes that if His Majesty's Government agree to its omission he, the Shaikh, is prepared to discuss matters further. It will presumably be difficult therefore for His Majesty's Government to maintain *vis-à-vis* the Syndicate the attitude hitherto adopted.

4. I am sending a copy of this despatch and of its enclosures to the Government of India.

I have, &c.,
T. C. FOWLE,
Major,
Officiating Political Resident in the Persian Gulf.

Enclosure 1 in No. 106.

Translation of a Confidential Letter.

From—His Excellency Shaikh Sir Ahmad al-Jabir as-Sabah, K.C.I.E., C.S I., Ruler of Kuwait,

To—The Political Agent, Kuwait.

Dated the 15th Safar, 1350 (1st July, 1931).

After Compliments,

I am enclosing herewith a letter which I have received from Major Holmes and a draft of a letter containing our reply to the same. If it conforms to your opinion please let us know.

Usual ending.

Kuwait, 28th June, 1931.

Your Excellency,

Greetings.

I should be much pleased if I may have a reply from Your Excellency emphasizing Your Excellency's willingness and approval of my application for an Oil Concession

* No. 101.

† No. 93.

in Your Excellency's territory, as Your Excellency has recently promised me at our verbal discussion.

Thanking Your Excellency for your kind attention in this matter.

I am, &c.,
Frank Holmes
(for and on behalf of the Eastern and General Syndicate, Limited)

His Excellency Shaikh Sir Ahmad al Jabir al Subah,
K.C.I.E., C.S.I.,
Ruler of Kuwait,
Kuwait.

Translation of a Draft Letter.

From—His Excellency the Ruler of Kuwait, Kuwait,

To—Frank Holmes, Kuwait.

After compliments,

July, 1931.

I have received your letter dated the 28th June, 1931, and noted your statement.

The draft conditions (agreement), forwarded by you, for an Oil Concession in the Kuwait Territories, have been noted by us. We formerly explained to you in our verbal discussion about the points that His Britannic Majesty's Government had informed you of, it is necessary to include them in the Oil Concession Agreement, as it is my belief that His Britannic Majesty's Government which is my sincere government, always do their best for the welfare of my country and protect my rights. We, therefore, should not give up what they think interesting to us and our country (best in our interests).

Therefore should you and your Company come into agreement with His Britannic Majesty's Government on the above-mentioned points, or should His Britannic Majesty's Government give permission to you to drop these points (not include them in the agreement), we shall then have some other discussion with you.

Usual ending

Enclosure 2 in No. 106.

Confidential Letter.

(No. 85.)

Dated the 16th Safar, 1350 (2nd July, 1931).

After Compliments,

Very many thanks for your kindness in sending me the latest correspondence between Your Excellency and Major Holmes on the question of the Oil Concession Agreement, and asking for my opinion on your draft letter.

Your Excellency has explained in your letter to Major Holmes in language so simple and to the point that I could not add anything to Your Excellency's letter to make it any better.

I am returning with many thanks your draft letter and the letter from Major Holmes to Your Excellency.

Usual ending.

A. L. Greenway,
Officiating Political Agent, Kuwait.

His Excellency Shaikh Sir Ahmad al Jabir as-Sabah,
K.C.I.E., C.S.I.,
Ruler of Kuwait.

C. 89178/31 [No. 19].

No. 107.

EASTERN AND GENERAL SYNDICATE, LIMITED, to COLONIAL OFFICE.

[*Answered by No.* 109.]

19, St. Swithin's Lane, London, E.C.4,
4th August, 1931.

SIR,

WITH reference to your letter of 31st January, 1931,* addressed to this Company regarding its application for the grant of an Oil Concession in Kuwait, I am instructed to inform you that our representative went in March, 1931, to Kuwait and discussed with the Shaikh of Kuwait the question of the British Control clause, which, according to your letter, he has insisted should be included in any Concession which he might grant in respect of his territory.

Our representative found upon his arrival in Kuwait, after some discussion regarding the British Control clause, that the Shaikh was willing to omit the British Control clause, provided His Majesty's Government were willing to agree the omission

It is the opinion of our representative that the Shaikh has been influenced by the pressing demands of his people to develop without delay the natural resources of Kuwait and the severe trade depression and unemployment experienced during the past two years within the Shaikh's territories have accentuated the necessity to promptly meet these demands.

I enclose a photostatic copy of a letter from the Shaikh of Kuwait, dated 2nd July, 1931, addressed to Major Frank Holmes, our Eastern representative, in which letter the Shaikh clearly establishes his willingness to omit the British Control clause from the Concession which he is willing to grant to my Company, provided His Majesty's Government will agree to the omission of same.

The Shaikh is fully aware that the Concession is to be exploited by American interests.

I am therefore instructed to ask if you will now kindly notify the Honourable the Political Resident in the Persian Gulf that the objection to which you refer in your letter of 31st January, 1931, is removed, and that His Majesty's Government has no objection to the Shaikh of Kuwait granting an Oil Concession to the Eastern and General Syndicate, Limited, from which the British Control clause is omitted.

My Directors wish me to state that they are prepared to include in the Kuwait Concession similar conditions to those incorporated by you in the Assignment of the Bahrein Concession.

I am, &c.
(for Eastern and General Syndicate, Limited),
H. T. ADAMS,
Secretary

Enclosure in No. 107.

Kuwait, 16 Sefar, 1350.
2nd July, 1931.

AFTER GREETINGS,

I AM in receipt of your letter dated 28th June, 1931, contents of which are noted. The draft of the conditions which you have presented for an Oil Concession in the territories of Kuwait has been considered by us.

We have mentioned to you in the course of our conversations regarding the clauses which have been indicated to you by His Britannic Majesty's Government, that their incorporation in any oil concession is necessary. Because I believe that His Britannic Majesty's Government is my own sincere Government which is always devoting its care to the welfare of my country and the safeguard of my rights. We must not ignore what is considered useful to us and to our country.

Therefore if you and your Company agree with His Majesty's Government on the said clauses mentioned to you and it allows you to omit them, then we shall have another opportunity of discussing matters with you.

Yours, &c.,
AHMAD AL JABIR.

Major Frank Holmes.
True translation—
J. L Elkabir,
Advocate, Baghdad.

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* No. 103.

C. 89178/31 [No. 27A].

No. 108.

ANGLO-PERSIAN OIL COMPANY, LIMITED, to PETROLEUM DEPARTMENT.

(Copy received in Colonial Office, 27th August, 1931.)

Britannic House, Finsbury Circus, London, E.C.2,
25th August, 1931.

SIR,

WE have the honour to refer to the correspondence ending with Mr. Starling's letter of the 20th January, P.D./98, and to state for your confidential information that the results of recent test borings on the Persian coast south of Bushire give us some reason to think that the prospects of the existence of petroleum in Kuweit territory are perhaps somewhat less remote than have hitherto appeared to be the case. In these circumstances we should be prepared, subject to the approval of the Shaikh of Kuweit and the concurrence of His Majesty's Government, to send a small party of geologists to Kuweit in the autumn to make a thorough examination of the surface geology.

We anticipate that a reconnaissance on the above lines would take several months, and we assume that the Shaikh of Kuweit would be prepared to give us every facility in the matter without requiring any payment from us other than out-of-pocket expenses incurred.

If your Department is prepared to support these proposals we shall be glad to receive a very early intimation of the decision reached by the Departments concerned in order to enable us to lay our plans accordingly.

We have, &c.
(for Anglo-Persian Oil Company, Limited).
A. C. HEARN.

C. 89178/31 [No. 23].

No. 109.

COLONIAL OFFICE to EASTERN AND GENERAL SYNDICATE, LIMITED.

GENTLEMEN,

Downing Street, 29th August, 1931.

I AM directed by Mr. Secretary Thomas to refer to your letter of the 4th of August* and to the interview which Mr. Janson and Major Davies recently had at the Colonial Office, and to inform you that before any definite reply can be returned to your letter, it is necessary to consult the authorities in the Persian Gulf. A further letter will be addressed to you on receipt of the Resident's reply, which, however, cannot be expected for some considerable time.

I am, &c.,
O. G. R. WILLIAMS.

C. 89178/31 [No. 30].

No. 110.

COLONIAL OFFICE to PETROLEUM DEPARTMENT.

[*Answered by No.* 111.]

SIR,

Downing Street, 4th September, 1931.

I AM directed by Mr. Secretary Thomas to refer to Mr. Giffard's semi-official letter of the 26th of August,† enclosing a letter from the Anglo-Persian Oil Company, and to transmit herewith a draft letter‡ which, subject to the concurrence of the Secretary for Mines, it is proposed to address to the Company.

A similar letter is being addressed to the Foreign Office and the India Office.

I am, &c.,
J. E. W. FLOOD.

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* No. 107.

† C. 89173/31 [No. 27] : not printed.

‡ *See* No. 113.

C. 89178/31 [No. 40]

No. 111.

PETROLEUM DEPARTMENT to COLONIAL OFFICE.

(Mines Department), Dean Stanley Street, Millbank, Westminster,
London, S.W.1, 10th September, 1931.

SIR,

I AM directed by the Secretary for Mines to refer to your letter of 4th September* enclosing a draft letter to the Anglo-Persian Oil Company in regard to the Company's proposal to undertake a geological survey in Kuwait, and to request you to inform Mr. Secretary Thomas that he concurs generally in the terms of the draft letter.

It appears to the Secretary for Mines, however, that it would be desirable to make some reference in the proposed reply to the Anglo-Persian Oil Company's inquiry as to whether they can be given every facility for carrying out the survey without being required to make any payment. It is in accordance with usual practice to make no charge, or at least only a nominal fee, for the right to carry out a geological survey in undeveloped territory. In India no exploration licence appears to be necessary. The India "Mines Regulations" state, "The issue of exploration licences authorizing the surface of the land to be searched for minerals having been discontinued, the surface of unoccupied and unreserved land which is the property of the Government may be freely searched without authority." As far as this Department can ascertain, the only fee charged to the Anglo-Saxon Petroleum Company in respect of the Geological Survey which it recently carried out in Somaliland was a nominal one of £5. In Egypt exploration is in principle free upon all unoccupied and unreserved Government land, although exclusive rights to explore in certain specified areas may exceptionally be granted to approved applicants for which no fee appears to be specified in the Mining Regulations. It is true that in Trinidad a scale of fees is laid down for use in connexion with exploration licences ranging from £50 per annum for areas not exceeding 250 acres to £1,250 per annum for areas in excess of 100,000 acres, but it is suggested that no comparison can fairly be drawn between a well-developed country such as Trinidad where oil is known to exist and a large oil industry has already been built up and desert territory such as Kuwait which is comparatively unexplored and to which the sending of an expedition must involve considerable expense. The Secretary for Mines recognizes, however, that a difficulty may arise in that the Eastern and General Syndicate have already offered, in the draft concession which they have submitted, to pay a fee of Rs 30,000 under exploration licence (on signature of the Agreement) and Rs. 20,000 annually thereafter, although the concession if granted would have covered rights to a prospecting licence and a mining lease. It is suggested that in communicating with the Resident in the Persian Gulf and the Political Agent at Kuwait the considerations referred to above may be brought to their attention.

The Secretary for Mines considers that in view of the difficulty of inducing British Companies to undertake exploratory work under present conditions, it is important that the Anglo-Persian Oil Company should be given every encouragement and all facilities which can reasonably be afforded them.

A copy of this letter is being sent to the Foreign Office and India Office.

I am, &c.,
F. C. STARLING.

C. 89178/31 [No. 35].

No. 112.

THE SECRETARY OF STATE to THE ACTING POLITICAL RESIDENT

[*Answered by No.* 119.]

(Confidential.)

SIR,

Downing Street, 14th September, 1931.

I HAVE the honour to acknowledge the receipt of your Confidential despatch No. 14 dated the 7th of July,† in which you forwarded a copy of correspondence between the Officiating Political Agent, Kuweit, and the Shaikh, covering a letter addressed by Major Holmes of the Eastern and General Syndicate to the Shaikh and his reply thereto.

2. I now enclose a copy of an official letter‡ from the Eastern and General Syndicate to the Colonial Office, and have to inform you that the matter has been

* No. 110. † No. 106. ‡ No. 107.

discussed with Colonel Biscoe and Colonel Dickson. Both gentlemen are of opinion that the Syndicate are placing an unduly favourable (from their point of view) interpretation on the Shaikh's letter, and that before any answer can usefully be returned, it is advisable to ascertain exactly what the Shaikh's intention was. This matter, they suggest, might very well be deferred until their return.

3. I have accordingly to request that this despatch may be brought to the notice of Colonel Dickson when he returns in the course of September, and to Colonel Biscoe's notice on his return later, and that I may eventually be informed of the exact position and the Shaikh's real intentions.

I enclose in original the photographed copy of the Arabic letter* from the Shaikh to Major Holmes for reference in case of necessity.

I have, &c.,
J. H. THOMAS.

C. 89178/31 [No. 42].

No. 113.

COLONIAL OFFICE to ANGLO-PERSIAN OIL COMPANY, LIMITED.

GENTLEMEN,

Downing Street, 23rd September, 1931.

WITH reference to your letter of the 25th of August,† addressed to the Petroleum Department, I am directed by Mr. Secretary Thomas to inform you that His Majesty's Government have no objection to a party of geologists being sent to Kuwait in the autumn to examine the surface geology. It will be necessary, as you are aware, to obtain the approval of the Shaikh, and it is presumed that you will approach him through the Political Agent at Kuwait. The Resident in the Persian Gulf and the Political Agent are being informed of your intentions.

2. You are, no doubt, already aware that another concern has been negotiating with the Shaikh for some time past for an oil concession in his territories. The question whether any payment to the Shaikh of Kuwait will be required is one for settlement between your representative and the Shaikh and His Majesty's Government are not in a position to give any undertaking on the subject.

I am, &c.,
O. G. R. WILLIAMS.

C. 89178/31 [No. 43].

No. 114.

THE SECRETARY OF STATE to THE ACTING POLITICAL RESIDENT.

[*Answered by No.* 118.]

(Confidential.)

SIR,

Downing Street, 23rd September, 1931.

I HAVE the honour to transmit to you a copy of the correspondence‡ concerning a proposal put forward by the Anglo-Persian Oil Company to send out a party of geologists to Kuwait in order to examine the surface geology.

2. As regards the question whether any, and, if so, what, payment should be required from the Company in return for the facilities for which they ask, I am disposed to agree with the views expressed in the letter from the Petroleum Department of the 10th of September,§ but the matter is obviously one for decision locally in consultation with the Shaikh.

I have, &c.
J. H. THOMAS.

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* Not reproduced. † No. 108. ‡ Nos. 108, 110, 111, and 113. § No. 111.

C. 89178/31 [No. 49].

No. 115.

MR. J. E. W. FLOOD (COLONIAL OFFICE)
to
MR. E. W. JANSON.

[*Answered by No.* 116.]

Downing Street, 13th October, 1931.

DEAR MR. JANSON,

I AM writing to let you know privately that we have recently received a communication from the Anglo-Persian Oil Company stating that they proposed to send out a small party of geologists to Kuwait to study the surface geology of the ground and asking if we should have any objection. We have replied to the effect that His Majesty's Government have no objection to the proposal provided that the Shaikh's approval is first obtained.

It is possible that you are already aware of the Anglo-Persian Oil Company's intention, but we think it right to let you know the position in view of your Syndicate's interest in that part of the world.

Yours, &c.,
J. E. W. FLOOD.

C. 89178/31 [No. 53].

No. 116.

MR. E. W. JANSON
to
MR. J. E. W. FLOOD (COLONIAL OFFICE).

18, St. Swithin's Lane,
London, E.C.4, 20th October, 1931.

DEAR MR. FLOOD,

I BEG to thank you for your letter of 13th October,* and I must apologise for not having replied to it before but I have been away.

I naturally communicated the contents of your letter to my co-Directors of the Eastern and General Syndicate, Limited. We have had no previous intimation directly or indirectly through any source whatsoever of the information contained therein.

Yours, &c.,
E. W. JANSON.

C. 89178/31 [No. 54].

No. 117.

MR. J. E. W. FLOOD (COLONIAL OFFICE)
to
MAJOR T. C. W. FOWLE (ACTING POLITICAL RESIDENT, PERSIAN GULF).

(Confidential.)

Downing Street, 2nd November, 1931.

DEAR MAJOR FOWLE,

WILL you please refer to our Confidential despatch of the 23rd of September,† about the Anglo-Persian Oil Company's proposal to send out a party of geologists to Kuwait in order to examine the surface geology

You will have seen that in our letter of the 23rd of September‡ to the Anglo-Persian Oil Company, a copy of which was enclosed with our despatch under reference, we intimated that the Company should apply to the Shaikh through the Political Resident. At the same time, in view of our past relations with the Eastern and General Syndicate, and the present situation in regard to their applications for a concession in Kuwait, we do not want the Syndicate to gain the impression that we are pushing the Anglo-Persian Oil Company behind their backs. We, therefore, decided it would be best to give the Syndicate an indication of what was in the air, and I enclose, for your information, a copy of my letter* on the subject to Mr. Janson and of his reply§ thereto.

Yours, &c.,
J. E. W FLOOD.

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* No. 115. † No. 114. ‡ No. 113. § No. 116.

C. 89178/31 [No. 58].

No. 118.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE.

(Received 19th November, 1931.)

(Confidential.)
(No. 18.)

British Residency and Consulate-General,
Bushire, 29th October, 1931.

SIR,

I HAVE the honour to acknowledge the receipt of your Confidential despatch of 23rd September, 1931,* regarding the desire of the Anglo-Persian Oil Company to send out a party of geologists to Kuwait in order to examine its surface geology. I have recently spent five days at Kuwait and took the opportunity of discussing the matter with the Shaikh. His Excellency, as I anticipated, welcomed the proposal.

2. He is being pressed at the present moment by the notables of his town to come to terms with Major Holmes of the Eastern and General Syndicate. The financial position of Kuwait is very bad at the present time owing partly to the blockade by Ibn Saud, and partly also to the slump in the pearl market; considerable pressure is therefore being put on the Shaikh at present by interested parties to grant a concession to the Eastern and General Syndicate, which, they say, would at any rate bring some money into this Principality. I am addressing you separately regarding present negotiations between the Shaikh and Major Holmes, but the Shaikh informed me most emphatically that he would not agree to grant any American concern any concession in Kuwait, and he had given the deputation who had waited on him a very short answer, and told them that under no circumstances would he agree to grant any concession to Major Holmes until the latter agreed to his conditions which included the insertion of the "Nationality clause."

3. The Shaikh therefore welcomed eagerly the appearance of the Anglo-Persian Oil Company and said that he would gladly grant them any facilities that they asked for. This will of course strengthen his hands in resisting the demands of his subjects that he should grant a concession to Major Holmes. I have therefore informed the Anglo-Persian Oil Company that they may proceed with the exploration as soon as they like and that no payment will be required, other than payment for guards or any form of protection that may be necessary.

4. I am sending a copy of this despatch to the Government of India.

I have, &c.,
H. V. BISCOE,,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

C. 89178/31 [No.59].

No. 119.

THE POLITICAL RESIDENT to THE SECRETARY OF STATE

(Received 19th November, 1931.)

(Confidential.)
(No. 19.)

British Residency and Consulate-General,
Bushire, 3rd November, 1931.

SIR,

I HAVE the honour to acknowledge the receipt of your Confidential despatch of 14th September, 1931,† regarding the desire of the Eastern and General Syndicate to obtain an oil concession in Kuwait.

2. I have recently spent five days at Kuwait and took the opportunity of discussing the matter at length with the Shaikh in the presence of Colonel Dickson. I began by reminding him of our previous conversation on the subject, and told him that I had on that occasion gathered from the manner in which he spoke and for the reasons which he gave that he was just as anxious to insist on the retention of the nationality

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* No. 114. † No. 112.

clause as His Majesty's Government, and that I had reported in that sense. I pointed out that the letter which he had now given to Major Holmes, while in some ways rather vaguely worded, was certainly susceptible of the interpretation that the onus of responsibility for the retention of the clause rested with His Majesty's Government, and that if they were willing to waive the clause the Shaikh was willing to do so too.

3 I then went on to say that after all every man is entitled to change his mind, and that I was really desirous of ascertaining what his personal feelings and views of the matter really were, and I pressed him to speak to me absolutely frankly. Shaikh Ahmad began by saying that he absolutely stood by every word he had said to me on the previous occasion, and under no circumstances did he desire the presence of a company other than an English one in his principality, and he reiterated the reasons which I had reported in my despatch No. 40-T of 9th November, 1930.* I then asked him why he had given this letter to Major Holmes and what he actually meant by it. His explanation was somewhat lame and weak and, I think, may be summed up as follows. Major Holmes had for some time past been pestering the Shaikh both directly and through intermediaries to come to terms. His methods are somewhat devious and at times he undoubtedly draws the long bow in his endeavour to impress the Shaikh with his own importance and his influence among high personages in London and America. He has done a certain amount of " propaganda " among the notables of Kuwait and has assured them that the grant of a concession would bring much money into the principality, and during the present difficult crisis he has found the soil already sown. and deputations have visited the Shaikh urging him to come to terms with Major Holmes, and finally the Shaikh has received two handsome presents from Major Holmes, first a Sunbeam car and later Rs. 10,000. Finally, just before he was leaving Kuwait, Major Holmes came and called on the Shaikh in person and again made a final effort to get something in writing out of him, and the Shaikh yielding to his importunity and anxious to get rid of him gave him the letter, which certainly does not commit him to anything definite but is of that evasive style in which the Arab mind seems to delight and may be interpreted in different senses by the writer and the addressee. The Shaikh himself explained the letter by saying that the meaning of the last paragraph was that in the possibly unforeseen event of His Majesty's Government weakening in the matter of the nationality clause he (the Skaikh) would himself insert the clause in any agreement granted to the effect that the company must be entirely and altogether a British one. The Shaikh had spoken in this sense to Doctor Greenway, the Acting Political Agent, before sending the letter and I think he certainly felt that the letter did not commit him one way or the other; his explanation, however, is not convincing and I think the long and short of it is that he wanted to get rid of Major Holmes's importunities, and therefore gave an evasive reply which really committed him to nothing and left the matter in suspense.

4. I took the opportunity of reminding Shaikh Ahmad that he had all the advantages of an independent ruler, since we did not interfere in the internal affairs of his State, and that he must accept some of the responsibilities of that position. I am, however, quite convinced that the Shaikh really does not desire the presence of an American company in his State, and will not willingly agree to any abrogation of the nationality clause, and I submit that there is absolutely no need for us to bring any pressure to bear upon him in this matter. His Excellency told me that just before his interview with me a deputation consisting of some of his relations and leading men of the town had called on him again urging him, in view of the grave distress prevailing, to come to some agreement with Major Holmes. But he had given them a very short reply and informed them that in this matter he intended to take his own line.

5. He is very gratified indeed to learn that the Anglo-Persian Oil Company contemplated a geological survey of the State, a fact which apparently reached the ears of Major Holmes and had caused him some consternation. I trust the Anglo-Persian Oil Company will not delay in carrying out the survey, which will strengthen the Shaikh's hands and, if the survey is successful and results in a definite application by the Anglo-Persian Oil Company for a concession, it will relieve the British authorities from the somewhat delicate position in which they have been placed by the activities of Major Holmes on behalf of American interests

6. I should like to mention in conclusion that the Shaikh made a most earnest appeal to me that His Majesty's Government should take some steps to relieve the blockade which is pressing so hard upon this small principality. He reiterated that he

* No. 93.

had consistently endeavoured to follow their advice and to meet their wishes, and that in return he did think that it was incumbent upon them to relieve him and his people from the grip of Bin Saud.

I am sending a copy of this despatch to the Government of India.

I have, &c.,
H. V. BISCOE,
Lieutenant-Colonel,
Political Resident in the Persian Gulf.

C. 89178/31 [No. 61].

No. 120.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 12th December, 1931.

WITH reference to your letter of the 25th September,* I am directed by Secretary Sir John Simon to request you to inform Secretary Sir Philip Cunliffe-Lister that the United States Chargé d'Affaires called here on the 4th December and raised the question of the negotiations of the Eastern and General Syndicate for an oil concession in Kuweit

2. Mr. Atherton after mentioning the temporary difficulties which had arisen in the course of the Syndicate's negotiations in regard to the Bahrein Oil Concession on the question of the inclusion of the " British Nationality clause," referred to the reappearance of the same difficulty in the discussions regarding the proposed concession in Kuweit. According to his information, while the Colonial Office had informed the Syndicate that the stipulation as to the inclusion of such a clause was made by the Shaikh of Kuweit, the Shaikh had informed the Syndicate that there must have been some misunderstanding, since he had never made such a stipulation. Mr. Atherton added that, although your department, upon being approached in the matter by the Syndicate, had replied that a further communication would be addressed to them " as soon as possible," no such communication had in fact been received.

3. Under the instructions of his Government, Mr. Atherton said that the State Department desired to emphasize the right of United States interests to participate in concessions in Kuweit on an equal basis to British interests. The State Department did not wish, however, to imply by this that they were desirous of favouring any one United States interest as distinct from some other. Mr. Atherton expressed the hope that your department would, in view of the above, be able to address a satisfactory statement on this matter to the Eastern and General Syndicate.

4. Sir John Simon hopes that Sir Philip Cunliffe-Lister will be willing, in view of the representations made by Mr. Atherton, to have expedited the reply of the Political Resident in the Persian Gulf to the despatch, a copy of which was enclosed in your letter of the 14th September.† I am also to enclose a draft of a letter, which Sir John Simon proposes, subject to the observations of Sir Philip Cunliffe-Lister, to address to Mr Atherton, in order to correct certain inaccuracies in his statement of the present position of this matter.

5. Copies of this letter are being sent to the India Office and the Petroleum Department.

I am, &c.,
G. W. RENDEL.

Enclosure in No. 120.

DRAFT.

MY DEAR ATHERTON, December, 1931.

IN the course of our conversation on the 4th December, you raised the question of the application of the Eastern and General Syndicate to be granted a concession in respect of exploration for oil in Kuweit.

I find on inquiry that some doubt exists as to the correctness of the interpretation placed by the Syndicate upon the letter addressed to their representative, Major Holmes, by the Shaikh of Kuweit on the 2nd July, regarding the inclusion in such a concession,

* C. 89178/31 [No. 45] : not printed.

† C. 89178/31 [No. 37] : not printed.

if it were granted, of a clause stipulating that the concession should not be transferred to a non-British company.

In these circumstances it has been necessary to obtain a report from the Political Resident in the Persian Gulf and the Political Agent at Kuweit before any further communication can be made to the Syndicate. Steps are, however, being taken to ensure that this report is received with the least possible delay, and a further communication will be addressed to you as soon as it has been received and considered.

Mr. Ray Atherton, United States Embassy.

C. 89178/31 [No. 71].

No. 121.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of a memorandum communicated by United States Ambassador, on the subject of the Kuweit Oil Concession.

Foreign Office,
30th December, 1931.

Reference to previous correspondence: Foreign Office letter of 29th December, 1931.*
Similar letter sent to India Office, Petroleum Department.

Enclosure in No. 121.

MEMORANDUM FOR THE AMERICAN AMBASSADOR FROM MAJOR HARRY G. DAVIS.

(Handed to Secretary of State for Foreign Affairs by American Ambassador, who said he thought there was some doubt in our minds as to the British character of the Company.)

London, 28th December, 1931.

MEMORANDUM.

1. WITH further reference to the Kuweit Oil Concession, I understand that some doubt exists on the part of the Colonial Office as to the correctness of the interpretation placed by the Eastern and General Syndicate, Limited, upon the letter (dated 2nd July, 1931) addressed by the Shaikh of Kuweit to their representative, Major Holmes, regarding the inclusion in such a concession of a clause stipulating that the concession should not be granted to a non-British Company.

2. I wish to point out that the concession when granted is to be executed by the Shaikh of Kuweit in favour of the Eastern and General Syndicate, Limited, a British Company; that the latter, by virtue of their contract with the Eastern Gulf Oil Company, have undertaken, when it is consummated, to transfer and assign said concession to the nominee of the Eastern Gulf Oil Company, which Company, in turn, have elected, in accordance with the terms of the aforementioned contract, that the concession is to be transferred and assigned to a Canadian subsidiary of the Eastern Gulf Oil Company. The nominee Company would be and would remain a British Company registered in Canada. Furthermore, as previously mentioned, the Eastern and General Syndicate, Limited, have notified the Colonial Office, by letter dated 4th August, 1931, that they were prepared to include in the Kuweit Concession similar conditions to those incorporated by the Colonial Office, in the Bahrein Concession, thus they repeated what was on several occasions previously conveyed to the Colonial Office by representatives of the Eastern and General Syndicate, Limited, during the course of various discussions on the subject.

3. The Shaikh of Kuweit in his letter of 2nd July, 1931, to Major Holmes has expressed his willingness to omit from the Kuweit Oil Concession the "clauses" (so-called "British nationality clause") provided the British Government will agree to the omission of same. The Shaikh has recently confirmed his attitude to Major Holmes in Kuweit and has stated if the British Government will notify the local

* C. 89178/31 [No. 70]: not printed.

Political officials that there is no objection to the omission of the said clause so that their opposition may be withdrawn he is willing to proceed with the consummation of the concession.

4. In the final analysis the interpretation of the letter written by the Shaikh of Kuweit to Major Holmes is quite immaterial. The real and sole question now under discussion between the American Government and British Government is whether the British Government does or does not insist upon the inclusion in the Kuweit Concession of the so-called "British nationality clause," and whether the British Government is willing to substitute for the said clause similar conditions to those finally incorporated in the Bahrein Concession.

5. A copy of the conditions that were incorporated in the Bahrein Concession is attached hereto.

HARRY G. DAVIS.

Conditions.

A. The Bahrein Petroleum Company, Limited, as assignee of the Eastern and General Syndicate, Limited, shall be and remain a British Company registered in Canada, but shall maintain an office in Great Britain which shall at all times be in the charge of a British subject, who shall be the recognized channel of communication between the Company and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

B. Of the five Directors of the Bahrein Petroleum Company, Limited, one Director shall at all times be a British subject who shall be *persona grata* to His Majesty's Government. His selection for appointment as Director shall be made in consultation with His Majesty's Government and his salary as Directer shall be provided by the Company. A reasonable time shall be allowed for the replacement of the British Director in the event of this post falling vacant.

C. The Bahrein Petroleum Company, Limited, shall at all times maintain in Bahrein an official to be called the "Chief Local Representative" of the Company whose appointment shall be approved by His Majesty's Government in the United Kingdom and who shall be the sole representative of the said Bahrein Petroleum Company, Limited, empowered to deal direct with the local authorities and population in Bahrein. All communications which that official may desire on behalf of the said Bahrein Petroleum Company, Limited, to address to the Shaikh of Bahrein shall be made through the British Political Agent in Bahrein. For the first five years after the said Bahrein Petroleum Company, Limited, starts to operate in Bahrein, or for such lesser period as such Company may operate in that territory, their "Chief Local Representative" shall be Major Frank Holmes, provided the arrangement between that Company and Major Holmes continues to be mutually satisfactory to them during such five years, or such lesser period above mentioned: Provided also that any sooner determination of the appointment of Major Holmes shall be subject to the consent of His Majesty's Government which shall not be unreasonably withheld. A reasonable time shall be allowed for the replacement of the "Chief Local Representative" in the event of this post falling vacant.

D. As many of the employees of the Bahrein Petroleum Company, Limited, in Bahrein as is consistent with the efficient carrying on of the undertaking, shall at all times be British subjects or subjects of the Shaikh of Bahrein.

Dated the 12th June, 1930.

SEAL,
Shaikh of Bahrein.

Before me,
(Sgd.) C. C. PRIOR,
British Political Agent, Bahrein.

EASTERN AND GENERAL SYNDICATE, LIMITED,
By Frank Holmes,
Its Attorney-in-Fact.

Printed under the authority of His Majesty's Stationery Office
By METCHIM & SON, 8, Princes Street, Westminster, S.W.1.

Bahrein.—**Gp. 6.** 14659/3055. 30. 9/33 (2199) M. & S.

Printed for the use of the Colonial Office.

Middle East
No. 33.

Papers relating to the Middle Eastern Services portions of the Estimate of the Colonial and Middle Eastern Services Votes,

1929 (Supplementary),
1930,
1930 (Supplementary).

(*In continuation of Middle East No.* 29 ; *continued by Middle East No.* 38.)

Middle East
No. 33.

Papers relating to the Middle Eastern Services portions of the Estimate of the Colonial and Middle Eastern Services Votes,

1929 (Supplementary),
1930,
1930 (Supplementary).

(*In continuation of Middle East No.* 29 ; *continued by Middle East No.* 38.)

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1929 (Supplementary),
1930,
1930 (Supplementary).

A.—SUPPLEMENTARY ESTIMATES, 1929.

I. PARLIAMENTARY VOTE.

191 B. (1929-30) Accounts.

EXTRACT FROM HOUSE OF COMMONS PAPER No. 73, 1930.

CLASS II.

— 9 —

COLONIAL AND MIDDLE EASTERN SERVICES.

1. SUPPLEMENTARY ESTIMATE of the Amount required in the Year ending 31st March, 1930, for sundry Colonial and Middle Eastern Services under His Majesty's Secretary of State for the Colonies, including certain Non-effective Services and Grants-in-Aid.

One Hundred and Forty Thousand Pounds

II. Sub-heads under which this Vote will be accounted for by the Colonial Office.

	1929.		
	Original Estimate.	*Revised Estimate.*	*Additional Sum required.*
Middle Eastern Services.			
'Iraq.	£	£	£
D. 5.—Maintenance of 'Iraq Levies ..	174,000	190,000	16,000
Palestine and Trans-Jordan.			
E. 1.—Defence	30,500	144,500	114,000
E. 2.—Trans-Jordan Frontier Force (Grant-in-Aid)	24,000	34,000	10,000
Total	—	—	140,000

	£
The total Original Net Estimate, 1929, for Colonial and Middle Eastern Services was	908,697
Add—Sum now required	140,000
Total	£1,048,697

III. DETAILS of the foregoing.

£

Middle Eastern Services.

'Iraq.

D. 5.—*Maintenance of 'Iraq Levies*:

Additional sum required owing to the original provision having been under-estimated 16,000

Palestine and Trans-Jordan.

E. 1.—*Defence*:

£ £

(*a*) *Expenditure arising out of the recent disturbances in Palestine*:

Excess cost of the British Forces in Palestine over the cost of such forces if stationed in Great Britain. Payable to the Admiralty (£1,000); War Office (£35,000); Air Ministry (£63,000).

The question whether this excess cost will be recovered from the Palestine Government will be considered later 99,000

(*b*) *Capital cost of works in respect of the British Forces stationed in Trans-Jordan*:

This expenditure does not arise out of the recent disturbances in Palestine. The Palestine Government make a contribution equal to the excess cost of the British Forces normally stationed in Palestine and Trans-Jordan over the cost of such forces if stationed in Great Britain, including capital expenditure on Works in Palestine but not in Trans-Jordan.

The capital cost of these works is payable to the Air Ministry 15,000

114,000

E. 2.—*Trans-Jordan Frontier Force* (*Grant-in-Aid*):

Additional provision as a contribution towards the cost of the Trans-Jordan Frontier Force consequent on its reorganization and the recent disturbances in Palestine.

The estimated total expenditure on this Force for the year 1929 is now estimated at £204,000 and will be met from the funds of the Palestine Government with the assistance of a contribution of £34,000 calculated on the basis of one-sixth of the cost of the Force.

The expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any unexpended balance of the Grant-in-Aid not required for the purpose of the Frontier Force will be surrendered to the Exchequer 10,000

II. CORRESPONDENCE.

C. 79023/30 [No. 5].

No. 1.

MR. A. P. WATERFIELD (TREASURY) to
MR. F. J. HOWARD (COLONIAL OFFICE).

DEAR HOWARD, Treasury Chambers, Whitehall, S.W.1, 4th February, 1930.

I WRITE to confirm that the Financial Secretary has now decided that there shall be a Supplementary Estimate for Colonial and Middle Eastern Services, which shall include repayment to the Service Departments of the excess cost of defence in Palestine. The figures should be approximately those we discussed at the meeting on Friday, viz., £35,000 (subject to correction by the War Office) to the War Office; £80,000 to the Air Ministry; and something less than £8,000 to the Admiralty.

You will no doubt get into touch with the three Departments with a view to obtaining their final figures as quickly as possible. I am writing to Lyon, Meadowcroft, and Naef (and I enclose herewith copy of a letter addressed to the last-named) notifying them of the position.

You should also take this opportunity to provide for any excess expenditure on Sub-heads D (1) and D (3) ('Iraq defence and maintenance of 'Iraq levies), and obtain final figures from the Air Ministry under these Heads.

The question of making provision this year for the extra cost of Trans-Jordan Frontier Force should also be considered.

Yours sincerely,
A. P. WATERFIELD.

Enclosure in No. 1.

DEAR NAEF, Treasury Chambers, 4th February, 1930.

(*James' letter to Fraser of 4th January, No. 2/C.I. 2453/29.*)

WE understand that the Admiralty incurred additional expenditure to the amount of some £8,000 on account of disturbances in Palestine in 1929. As you know Sub-head E (1) of the Colonial and Middle Eastern Services Vote makes provision for the excess cost of the British Forces stationed in Palestine and Trans-Jordan over the cost of such Forces if stationed in Great Britain; and we are taking a Supplementary Estimate for Colonial and Middle Eastern Services this year in order to repay the Service Departments any extra cost incurred by them on this account.

The whole of the extra expenditure incurred by you is not strictly covered by the wording of the Sub-head as it stands at present; and we think that provision in the Supplementary Estimate for repayment to you had better be confined to the extra expenditure incurred by you on account of Naval personnel actually employed on shore, without altering the wording of the Sub-head.

Will you therefore be good enough to take up the question with the Colonial Office in order to enable them to make up their Estimates as quickly as possible.

Yours sincerely,
A. P. WATERFIELD.

C. J. Naef, C.B., C.B.E.,
Admiralty.

C. 79023/30 [No. 6a].

No. 2.

MR. W. G. SPEAR (ADMIRALTY) to MR. F. J. HOWARD (COLONIAL OFFICE).

DEAR MR. HOWARD, Admiralty, 6th February, 1930.

WITH reference to our conversation this afternoon, I write to confirm that you may take the extra expenditure falling on Navy Votes on account of Naval personnel actually employed on shore in connexion with the Palestine disturbances as £1,000.

As explained to you, we have been informed by the Treasury (semi-officially) that the provision to be made in your Supplementary Estimate for repayment to Navy

Votes should be confined to extra expenditure falling within the above definition. Actually, we had reported our extra expenditure as £8,000, but this figure included the value of the fuel, &c., expended by His Majesty's Ships in visiting Palestine.

Yours sincerely,
W. G. SPEAR.

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191 B. (1929/30) Accounts [No. 7].

No. 3.

COLONIAL OFFICE to TREASURY.

[*Answered by No. 5.*]

SIR, Downing Street, 10th February, 1930.

I AM directed by Lord Passfield to refer to the letter from this Office of the 31st of January,* transmitting the Statement showing the probable savings and excesses on the Vote for Colonial and Middle Eastern Services, 1929. Their Lordships have decided to present a Supplementary Estimate for Colonial and Middle Eastern Services this financial year which shall include repayment to the Service Departments of the excess cost of the Forces employed in Palestine arising out of the recent disturbances in that country, leaving the question of final determination of the incidence of charge as between the Palestine Government and His Majesty's Government for later decision.

2. I am to state that figures have been supplied to this Department by the Admiralty, War Office, and Air Ministry in this connexion as shewn in the enclosed semi-official correspondence,† and are as follows:—

Due to recent disturbances in Palestine.

	£
Admiralty	1,000
War Office	35,000
Air Ministry	78,000
	£114,000

The Air Ministry have also informed this Department that the estimated saving of £6,000 on Sub-head D.1, Defence, has now been reduced to £5,000, and that the saving of £7,000 on Sub-head F.2, Aden, is not expected to amount to more than £6,000 (approximately) in view of the necessity for additional expenditure on accommodation and transportation in connexion with the Aden Protectorate Levies.

To meet the altered position on the Vote Lord Passfield proposes to include in this Supplementary Estimate the sum of £17,000 under Sub-head D.5, 'Iraq Levies instead of the figure of £16,000 estimated by the Air Ministry.

3. Opportunity has also been taken to include the sum of £10,000 under Sub-head E.2, Trans-Jordan Frontier Force, as representing the contribution of one-sixth by His Majesty's Exchequer of the increase of £60,000 which will be incurred this financial year owing to the reorganization proposals, partly consequent on the recent disturbances, which have been agreed to by Their Lordships. The sum of £5,000 has also been included under Appropriations-in-Aid as representing a deficiency in receipts in respect of the 'Iraq Levies.

4. I am accordingly to enclose a Supplementary Estimate,‡ in quadruplicate, for the sum of £146,000 for Their Lordships' consideration.

I am, &c.,
HAROLD. T. ALLEN.

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* 191B (1929/30 Accounts [No. 6]: not printed. † C. 79023/30 [No. 6]: not printed, and No. 2.
‡ Not reprinted.

C. 79023/30 [No. 8].

No. 4.

WAR OFFICE to COLONIAL OFFICE.

SIR, The War Office, London, S.W.1, 12th February, 1930.

I AM commanded by the Army Council to refer to their letter of 28th August last,* to Colonial Office letter of 21st September last,† relating to the incidence of the cost of the extra troops in Palestine, and to the recent decision, communicated semi-officially by the Treasury, that the extra cost in respect of these troops is to be reimbursed to Army Funds by the Colonial Office. I am to state for Lord Passfield's information that the extra expenditure up to 31st March, 1930, borne by Army Funds in respect of the additional troops in Palestine is estimated to be £35,000. No provision is included in this sum for the extra wear and tear of stores, &c., or for abnormal issues of stores which will ultimately involve additional expenditure on Army Votes. Provision for these will be included in the amounts to be recovered from the Colonial Office in future years.

I am also to point out that the estimate of extra cost is based on the assumption that the Government of Palestine will continue to defray the cost of those services which it is at present providing. These services relate principally to provision of transport, billets, water, electric light, engineer and postal and telephone services.

It will be understood that the figure of £35,000 is an estimate only, based on the best information available, and the actual amount to be recovered from your Department will depend on the expenditure incurred. Consequently this amount may be subject to some adjustment when the actual expenditure is known.

I am, &c.,
H. J. CREEDY.

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191 B. (1929/30) Accounts [No. 11].

No. 5.

TREASURY to COLONIAL OFFICE.

(F. 11704.)

SIR, Treasury Chambers, 14th February, 1930.

I AM directed by the Lords Commissioners of His Majesty's Treasury to acquaint you, for the information of the Secretary of State for the Colonies, that, subject to any alterations that may become necessary before its presentation to Parliament, My Lords have approved at a total of one hundred and forty thousand pounds the Supplementary Estimate for 1929 for Colonial and Middle Eastern Services.

I am, &c.,
F. W. PETHICK LAWRENCE.

C. 79023/30 [No. 11].

No. 6.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 20th February, 1930.

I AM commanded by the Air Council to forward herewith a revised estimate of expenditure recoverable from the Colonial Office in respect of services rendered by this department in the Middle East during the financial year 1929.

2. The variations from the original estimate are explained as follows:—

'Iraq.

The extra cost of the Royal Air Force is reduced by £7,000 on account of the withdrawal of No. 6 Squadron. Arrear charges in respect of the Indian troops are, however, proving heavier than was expected.

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* C. 67411/18/29 [No. 39]: not printed. † C. 67411/29 [No. 176]: not printed.

'Iraq Levies.

The overspending is mainly due to unexpected movements of the Levies involving additional expenditure on transport, to underestimated provision for re-engagement bounties and to unforeseen purchases owing to the stocks of clothing, equipment, and saddlery handed over to the Royal Air Force for re-issue to the Levies (recorded in replacement suspense accounts) being smaller than was anticipated.

Aden Protectorate Levies.

The increased expenditure is attributable to the provision of additional accommodation and an underestimate of the requirements for transportation.

Appropriations-in-Aid.

The value of the balance of the stock handed over to the Royal Air Force remaining unissued at the end of the year, which is due to be credited to Appropriations-in-Aid, will be much less than estimated (see under 'Iraq Levies above).

3. Particulars of amounts advanced by your department on account of the expenditure on the services in the Middle East (excluding 'Iraq Levies) are also enclosed On the revised figures a further sum of £144,750 (one hundred and forty-four thousand, seven hundred and fifty pounds) is required and I am to request that, if you see no objection, this amount may now be credited to Air Ministry funds in the books of the Paymaster-General. A Receivable Order is enclosed accordingly.

I am, &c.,
H. McANALLY.

Enclosure in No. 6.

SERVICES FOR THE COLONIAL OFFICE, 1929.

	Original Estimate.	*Revised Estimate.*	*Surplus — Deficit +*
'Iraq.	£	£	£
D.1. *Defence.*			
(*a*) Extra cost of Royal Air Force ...	230,000	223,000	
(*b*) Arrear charges for Indian troops	2,000	4,000	
Total Defence	232,000	227,000	− 5,000
D.5. *'Iraq Levies*	174,000	190,000	+16,000
Palestine and Trans-Jordan.			
E.1 Extra cost of Royal Air Force—			
(normal garrison)	30,500	30,500	
(due to disturbances)	—	21,000	
Works Emergency Services (Hutted camps, &c.) for Army Troops ...	—	42,000	
Capital cost of works in Trans-Jordan	—	15,000	
Total Palestine and Trans-Jordan	30,500	108,500	+78,000
Aden.			
F.2. (*a*) Aden Protectorate Levies ...	14,500	15,500	+ 1,000
Appropriations-in-Aid.			
'Iraq Levies	12,000	7,000	+ 5,000
Total Additional Requirements ...			£95,000

SERVICES FOR THE COLONIAL OFFICE (EXCLUDING 'IRAQ LEVIES), 1929.

	Revised Estimate.	
'Iraq.	£	£
Extra cost of Royal Air Force ...	223,000	
Arrear charges for Indian Troops ...	4,000	
		227,000
Palestine and Trans-Jordan.		
Extra cost of Royal Air Force—		
(normal garrison)	30,500	
(due to disturbances)	21,000	
Works Emergency Services for Army Troops	42,000	
Capital cost of works in Trans-Jordan	15,000	
		108,500
Aden.		
Protectorate Levies	15,500	15,500
Total ...		£351,000
Advances already received:—		
May, 1919 ... ... £68,750		
August, 1929 ... £68,750		
November, 1929 ... £68,750		
		£206,250
Further Advance now required ...		=£144,750

B.—ESTIMATES, 1930.

I. PARLIAMENTARY VOTE.

MIDDLE EASTERN SERVICES.	1930	1929	Increase	Decrease
	£	£	£	£
'Iraq.				
D.1. Defence	240,000	232,000	8,000	—
D.2. Boundary Commission (Revote) ...	500	500	—	—
D.3. Contribution in respect of High Commissioner, Salaries and Expenses ...	24,600	24,900	—	300
D.4. Contribution to 'Iraq Government to assist in the maintenance of the 'Iraq Army (Grant-in-Aid) ...	60,000	67,500	—	7,500
D.5. Maintenance of 'Iraq Levies ...	190,000	190,000	—	—
D.6. 'Iraq Levies, Disability Compensation, &c.	500	600	—	100
D.7. British Officials—Compensation (Revote)	250	500	—	250
Total for 'Iraq ... £	515,850	516,000	8,000	8,150

		1930	1929	Increase	Decrease
		£	£	£	£
Palestine and Trans-Jordan.					
E.1. Defence		174,000	144,500	29,500	—
E.2. Trans-Jordan Frontier Force (Grant-in-Aid)		27,000	34,000	—	7,000
E.3. Contribution to expenses of Trans-Jordan Administration (Grant-in-Aid)		60,000	40,000	20,000	—
Total for Palestine and Trans-Jordan	£	261,000	218,500	49,500	7,000
Arabia.					
F. Aden		59,750	55,500	4,250	—
GROSS TOTAL ...	£	836,600	790,000	61,750	15,150
Deduct.					
L. Appropriations-in-Aid		47,600	43,100	—	4,500
NET TOTAL ...	£	789,000	746,900	61,750	19,650
				Net Increase	£42,100

APPROPRIATIONS-IN-AID.	1930. £	1929. £
Miscellaneous receipts in connexion with Sub-head D.3...	600	600
Sales of buildings, stores, equipment, &c., fines, &c., in connexion with Sub-head D.5	1,000	12.000
Contribution from Palestine Revenues towards cost of Defence. See Sub-head E.1...	32,000	30,500
Contribution by Government of India in respect of expenditure at Aden (Sub-head F)	14,000	—
Total for Appropriations-in-Aid	£47,600	£43,100

EXTRA RECEIPTS PAYABLE TO H.M.'S EXCHEQUER (Cash):

	£
Port of Basrah.—Interest and sinking fund on account of Assets taken over by the Port Authority	38,763
Trans-Jordan.—Interest and sinking fund contributions on loans in connection with the repair of earthquake damage	2,590
Kantara-Rafa Railway.—Share of profits (on account)	7,800
Kamaran Quarantine Station.—Repayment on account of advances	1,125
Aden.—Sales of arms and ammunition to Protectorate tribes ...	300
Total	£50,578

Details.

'Iraq.	1930. £	1929. £
D.1. Defence:		
This provision represents the excess cost of the British Forces stationed in 'Iraq over the cost of such Forces if stationed in Great Britain and is payable to the Air Ministry	238,000	230,000
Balance of cost of Indian troops lately employed in 'Iraq payable to Government of India	2,000	2,000
Total for Defence	£240,000	£232,000

	1930. £	1929. £
D.2. Boundary Commission: (Revote). Estimated sum required as the balance of the cost to Imperial Funds of a Commission to determine the boundary between British and French Mandatory Territories in Syria, Palestine, and 'Iraq, in accordance with Article II of the Anglo-French Convention of 23rd December, 1920 (Cmd. 1195). This balance will be required owing to the postponement of work on the 'Iraq Section. One-half of the British share of the total cost will be met from 'Iraq revenues	£500	£500
D.3. Contribution in respect of High Commissioner, Salaries and Expenses: This amount is required as a contribution to meet one-half of the salaries and incidental expenses of the High Commissioner and his personal and political staff (including contributions in respect of a Provident Fund), which is chargeable to Imperial funds in accordance with the provisions of Article XIII of the Financial Agreement made under the Treaty with King Feisal (Cmd. 2120)	£24,600	£24,900
D.4. Contribution to 'Iraq Government to assist in the maintenance of the 'Iraq Army (Grant-in-Aid): The contribution will not exceed the cost to the 'Iraq Government of the British officers employed in the 'Iraq Army. Expenditure out of the Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General. Any balance of the sum issued which may remain unexpended at 31st March, 1931, will not be liable to surrender to the Exchequer	£60,000	£67,500
D.5. Maintenance of 'Iraq Levies: This force is under the orders of the Air Officer Commanding and is distinct from the 'Iraq Army, in respect of which a grant is provided under Sub-head D.4. The sum provided represents the cost of maintaining the force at an estimated total strength on 1st April, 1930, of 1,977. The organization of this force, with the consequent release of British and Indian troops, has resulted in a large net saving	£190,000	£190,000
D.6. 'Iraq Levies, Disability Compensation, &c.: Disability Compensation and retired pay to British officers and men lately serving with the 'Iraq Levies	£500	£600
D.7. British Officials—Compensation: (Revote). Compensation for loss of employment to certain British officials whose appointments have been, or are being, terminated by the 'Iraq Government. These officials were given to understand in 1921 that they would secure permanent employment in 'Iraq. It has been decided to compensate these officers on the basis of past service, and the provision covers payments likely to be made before 31st March, 1931	£250	£500

	1930. £	1929. £
Palestine and Trans-Jordan.		
E.1. Defence:		
(*a*) *Expenditure arising out of the recent disturbances in Palestine:*		
Excess cost of the British Forces in Palestine over the cost of such forces at their normal stations. Payable to War Office (£80,000); Air Ministry (£42,500). The question whether this excess cost will be recovered from the Palestine Government will be considered later	122,500	99,000
(*b*) *Expenditure not arising out of the recent disturbances in Palestine:*		
(i) Excess cost of British Forces normally stationed in Palestine and Trans-Jordan over the cost of such Forces if stationed in Great Britain, including £4,000 capital expenditure on works in Palestine. Payable to the Air Ministry. The Government of Palestine make a contribution equal to this excess cost, which is appropriated in aid of this Vote	32,000	30,500
(ii) Capital cost of works in respect of the British Forces normally stationed in Trans-Jordan. Payable to the Air Ministry. The Palestine Government make no contribution in respect of this expenditure	19,500	15,000
Total for Defence	£174,000	£144,500
E.2. Trans-Jordan Frontier Force (Grant-in-Aid):		
This provision is a contribution towards the cost of the Trans-Jordan Frontier Force, which is available for duty in both Palestine and Trans-Jordan. The estimated total expenditure during the calendar year 1930 for a force of 927 is £196,000, including £5,000 of a capital and non-recurrent nature. The expenditure will be met from the funds of the Palestine Government with the assistance of a contribution calculated on the basis of one-sixth of the cost of the Force. The Palestine year of account is now the calendar year, and this provision is in respect of the calendar year 1930 (£33,000), less the amount (£6,000) contributed for the first quarter of that year out of the provision made in last year's Estimate, *i.e.*, it represents a little more than three quarters of a normal year's contribution. Expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any balance of the sum issued which may remain unexpended at 31st March, 1931, will not be liable to surrender to the Exchequer. If the sum issued exceeds or falls short of one-sixth of the cost of the Force as shown by the audited accounts for 1930, an adjustment for the difference will be made in the contribution for 1931 ...	£27,000	£34,000

	1930. £	1929. £
E.3. Contribution to Expenses of Trans-Jordan Administration (Grant-in-Aid):		
The expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any balance of the sum issued which may remain unexpended at 31st March, 1931, will not be liable to surrender to the Exchequer	£60,000	£40,000
F. Aden: *Arabia.*		
Before 1st April, 1927, Aden was administered by the Government of India, but as from that date responsibility for the political and military administration of Aden was vested in H.M. Government in Great Britain. Military expenditure other than on the local force is borne on Army and Air Votes with a contribution from India. The provision of £59,750 represents:—		
I. Contributions by His Majesty's Government in Great Britain to the Government of India in respect of:—		
(*a*) Civil Services connected with the Protectorate (as distinct from the Settlement, for which India remains responsible), including non-effective charges, &c.	5,650	8,288
(*b*) Police, including temporary force pending the training of the permanent force	18,000	7,500
II. Expenditure in connexion with the Protectorate for which His Majesty's Government in Great Britain is wholly responsible:—		
(*a*) Protectorate Tribal Levies	18,250	14,500
(*b*) Second Assistant Resident and Protectorate Secretary (£800—£25—£1,000 inclusive)*	1,190	1,245
Political Officer (£900 inclusive)†	1,485	2,985
Pension Contributions (£445) and cost of leave passages (£257)	702	464
(*c*) Expenditure on Protectorate Chiefs	13,258	13,982
(*d*) Mission at Hodeidah	250	1,000
(*e*) Miscellaneous expenses	965	2,911
House for Protectorate Secretary	—	*2,625*
Total for Aden	£59,750‡	£55,500

* Receives local allowance of £100 per annum and conveyance allowance £90 per annum.

† Receives local allowance £180 per annum, personal allowance £180 per annum and consolidated travelling allowance £225 per annum.

‡ A contribution, estimated at £14,000, will be made by the Government of India of one-third of the expenditure under this Sub-head excluding police. (*See* Sub-head L. Appropriations-in-Aid.)

II.—DETAILS OF SERVICES.

1. Sub-head D.3. High Commissioner's Salaries and Expenses.

Enclosure in No. 20.

'IRAQ—ESTIMATES OF SUMS REQUIRED FOR HIGH COMMISSIONER'S "SALARIES AND EXPENSES," 1930-1931.

Item.	Numbers. 1929-30	Numbers. 1930-31	Service.	Increment date.	Point in scale 1st March, 1930	Provision. 1929-30.	Provision. 1930-31.	Difference. +	Difference. −	Expenditure to 30th September, 1929.	Explanation or Remarks.
						Rs.	Rs.	Rs.	Rs.	Rs.	
			VOTE I—SALARIES								
1	1	1	H.E. the High Commissioner			75,000	75,000	—	—	33,542	
2	—	—	Sir F. Humphrys—Entertainment Allowance			15,000	15,000	—	—	7,958	
3	1	1	Private Secretary .. .. Major L. H. G. Andrews. Rs. 900 *per mensem* (fixed).			10,800	10,800	—	—	5,400	
4	1	1	Aide-de-Camp .. .. Lt. J. G. Hawtry. £2 0 2 *per diem* (fixed).			9,600	9,600	—	—	4,800	
5	1	1	Counsellor .. .. Major H. W. Young. Rs. 40,000 per annum (fixed).			40,000	40,000	—	—	20,000	
6	1	1	Financial Secretary .. .. F. E. Stafford. Rs. 1,500—100—2,300	.. / 25th June	.. / Rs. 2,100	24,000	26,020	2,020	—	10,267	Normal increment.
7	1	1	Political Secretary .. .. R. S. M. Sturges. Rs. 1,500—100—2,300	.. / 18th December	.. / Rs. 1,900	23,040	24,240	1,200	—	11,400	Normal increment.
8	1	1	Legal Secretary .. .. .. J. H. B. Nihill. Rs. 1,500—100—2,300	.. / 15th April	.. / Rs. 1,700	20,250	21,450	1,200	—	10,053	Normal increment.
9	1	1	Oriental Secretary .. .. Capt. V. Holt. Rs. 1,300—100—1,800	.. / 1st August	.. / Rs. 1,600	18,700	19,900	1,200	—	9,100	Normal increment.
10	1	1	Consular Secretary .. .. C. Empson. Rs. 1,000—75—1,300—100—1,800	.. / 1st September	.. / Rs. 1,400	18,000	18,600	600	—	8,400	Normal increment.
11	1	1	Registrar .. .. .. W. J. Regan. Rs. 500—50—800—75—950. ..	.. / 1st June	.. / Rs. 875	10,275	11,175	900	—	5,025	Normal increment.
12	—	—	Leave arrangements	..	..	19,000	2,000	—	17,000	24,466	Special provision was made to cover pay of both the retiring and the new High Commissioners. Amount now provided is to allow for possible overlapping of personal staff owing to change of High Commissioner.
			Total to Summary ..	..	..	2,83,665	2,73,785	7,120	17,000	1,50,411	

'IRAQ—ESTIMATES OF SUMS REQUIRED FOR HIGH COMMISSIONER'S "SALARIES AND EXPENSES," 1930-1931.

Item.	Numbers. 1929-30	Numbers. 1930-31	Service.	Increment date.	Point in scale 1st March, 1930	Provision. 1929-30.	Provision. 1930-31.	Difference. +	Difference. −	Expenditure to 30th September, 1929.	Explanation or Remarks.
						Rs.	Rs.	Rs.	Rs.	Rs.	
			BRITISH CLERKS.								
13	1	1	Superintendent, Confidential Section			7,200	7,200	—	—	3,600	
			,, ,, Charge Allowance			600	600	—	—	300	
			E. Farmer— Rs. 600 (max.) Charge Allowance 50								
14	2	2	Cypher Clerks	..	..	6,475	6,775	300	—	3,175	Normal increment.
			(1) A. H. Martin. Rs. 400—25—600.	.. / 1st August	.. / Rs. 550	5,225	5,825	600	—	2,550	Normal increment.
			(2) J. Lamb. Rs. 475—25—600.	?	Rs. 475						
15	1	1	Stenographer .. .. .. T. J. Usher. Rs. 400—25—600.	.. / 1st May	.. / Rs. 575	6,850	7,150	300	—	3,400	Normal increment.
16	1	—	Confidential Clerk	..	..	2,880	—	—	2,880	1,380	Substitution of an Indian for a British clerk. Removed to Item 25A.
			Total to Summary ..	..	..	29,230	27,550	1,200	2,880	14,405	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item.	Numbers. 1929-1930	Numbers. 1930-1931	Service.	Increment date.	Point in scale 1st March, 1930.	Provision. 1929-30	Provision. 1930-31	Difference. +	Difference. —	Expenditure to 30th September, 1929.	Explanation or Remarks.
					Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
			Office Establishment.								
17	1	1	Political Attaché	..	..	6,480	6,480	—	—	3,240	
			Nawab Mohammed Hussain Khan Quizilbash. Rs. 540 fixed.	—	—						
18	1	1	Head Translator	..	..	7,700	8,000	300	—	3,807	Normal increment.
			J. D. Salamah. Rs. 500—25—700. ..	23rd June	650						
18	1	1	Head Record-Keeper	..	..	4,800	5,080	280	—	2,500	Normal increment.
			E. N. Nair. Rs. 400—20—500. ..	1st January	420						
20	1	1	Consular Clerk	..	..	4,860	5,040	180	—	2,430	Upgrading owing to increase in work and responsibility.
			E. C. Rose. Rs. 315—15—405. ..	1st March	405						
			Grade I Clerks—(Rs. 315—15—405).								
21	1	1	Head Typist	..	..	4,275	4,455	180	—	2,115	Normal increment.
			Abdul Rashid.	1st June	360						
22	1	—	Translator (Grade I)	..	..	4,860	—	—	4,860	1,894 500	Post superseded by Grade II appointment. (See Item 27.)
23	1	1	Head Despatch Clerk	..	..	4,380	4,560	180	—	2,160	Normal increment.
			M. Y. Quraishi	21st October	375						
24	1	1	Librarian and Draftsman	..	..	3,600	3,780	180	—	1,800	
			Mohammed Hashim. Rs. 240—15—300.	Max.	300						
			Grade II Clerks—(Rs. 240—15—300).								
25	2	2	Record Clerks—								
			(1) S. R. Pillai	Max.	300	3,600	3,600	—	—	1,800	
			(2) K. E. Krishman Uni Nair ..	1st December	255	2,880	3,105	225	—	1,440	Normal increment.
25A	—	1	Confidential Clerk	..	..	—	2,880	2,880	—	—	Brought down from Item 16.
			P. V. Mani Iyer. Rs. 190—10—230 ..	Max.	230						
26	1	1	Stenographer	..	..	3,600	3,600	—	—	1,800	
			N. S. Sahamaniani	Max.	300						
27	—	1	Translator	..	..	—	3,000	3,000	—	—	Brought down from Item 22.
			Assad Z. Khoury	26th June	240						
28	1	1	Confidential Typist	..	..	3,600	3,600	—	—	1,800	
			Tek Chand	Max.	300						
			Total to Summary ..			54,635	57,180	7,405	4,860	27,286	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item.	Numbers. 1929-1930	Numbers. 1930-1931	Service.	Increment date.	Point in scale 1st March, 1930.	Provision. 1929-30	Provision. 1930-31	Difference. +	Difference. —	Expenditure to 30th September, 1929.	Explanation or Remarks.
					Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
			Grade III—(Rs. 190—10—230).								
29	2	2	Despatch Clerks—								
			(1) W. J. Kelu	2nd May	230	2,760	2,760	—	—	1,380	
			(2)	—	—	2,190	2,310	120	—	941	Normal increment.
30	6	5	General Clerks—								
			(1) Mohammed Din	Max.	230	2,760	2,760	—	—	1,380	
			(2) G. N. Taylor	Max.	230	2,760	2,760	—	—	1,380	
			(3) S. Walter	Max.	230	2,550	2,760	120	—	1,260	Normal increment.
			(4) R. Blaney	1st March	220	2,760	2,670	—	—	1,380	
			(5)	—	Min.	2,280	2,280	—	—	850	
			(6)	—	—	2,280	—	—	2,280	986	Transferred to Item 37.
31	4	4	Typists—								
			(1)		Min.	2,760	2,280	—	480	960	Change in incumbency.
			(2) S. Abdul Ali	Max.	230	2,760	2,760	—	—	1,380	
			(3) Dayaldas Harisingh	20th July	210	2,590	2,600	10	—	1,207	
			(4) B. C. Deb	1st July	200	2,360	2,480	120	—	760	Normal increment.
			Grade IV—(Rs. 140—10—180).								
32	1	1	General Clerk—								
			Gian Chand	Max.	180	2,150	2,160	10	—	1,070	
33	1	1	Typist and Translator—(2).								
			J. J. Jacob..	1st March	150	1,800	1,800	—	—	840	Promoted Grade IV 1st March, 1929.
			Note.—Items 29 (2), 30 (5) and 31 (1) are at present filled by clerks graded Class IV—K. P. K. Pillai, Glaham Rasul, P. K. V. Iyer								
			Total to Summary			34,760	32,380	380	2,760	15,774	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item.	Numbers. 1929-1930	Numbers. 1930-1931	Service.	Increment date.	Point in scale 1st March, 1930.	Provision. 1929-30	Provision. 1930-31	Difference. +	Difference. —	Expenditure to 30th September, 1929.	Explanation or Remarks.
					Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
			Accounts Establishment.								
34	1	—	Accounts Officer	..	..	8,225	—	—	8,225	1,350	Post abolished.
35	1	1	Cashier (Grade I) .. .. .. K. Kunhuaman. Rs. 315—15—405. ..	23rd June	345	4,080	4,260	180	—	2,014	Normal increment.
36	1	1	Accounts Clerk (Grade I) .. .. S. Namasivayam. Rs. 315—15—405 ..	18th October	375	4,395	4,575	180	—	2,160	Normal increment.
37	—	1	Accounts Clerk (Grade III)	..	Min.	—	2,280	2,280	—	—	Transferred from Item 30(6). Change in incumbency.
38	1	1	Assistant Cashier (Grade III) .. .. A. K. Dass. Rs. 190—10—230	Max.	230	2,760	2,760	—	—	1, 380	
39	2	2	Daftries (Book Binders):— 1 at Rs. 150 1 at Rs. 60 Rs. 210 ..	..	..	2,520	2,520	—	—	1,260	
40	1	1	Storekeeper. Rs. 80	..	..	960	960	—	—	480	
41	14	13	Qawasses	..	..	7,270	6,826	—	444	3,417	Reduction in establishment.
42	1	1	Coffeeman	..	..	600	600	—	—	288	
43	2	2	Sweepers at Rs. 45/- each	..	..	1,080	1,080	—	—	270	
44	1	1	Night Watchman	..	..	720	720	—	—	360	
45	1	1	Car and Launch Driver (Office)	..	..	1,200	1,200	—	—	600	
			Item 37. At present filled by J. D. Edwin under 30(6) as Grade IV clerk.								
			Total to Summary	..	..	33,810	27,781	2,640	8,669	13,579	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item.	Numbers. 1929-1930	Numbers. 1930-1931	Service.	Increment date.	Point in scale 1st March, 1930.	Provision. 1929-30	Provision. 1930-31	Difference. —	Difference. —	Expenditure to 30th September, 1929.	Explanation or Remarks.
					Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
			Residency Establishment.								
46	1	1	Dragoman .. .. T. Dexter. Rs. 450	—	—	5,400	5,400	—	—	2,700	
47	1	1	British Chauffeur .. .. .. T. Laver. Rs. 450—20—650 ..	1st July	610	7,240	7,480	240	—	3,580	Normal increment.
48	1	1	Messenger	..	..	960	960	—	—	480	
49	2	2	Qawasses at Rs. 40 *per mensem* each ..	..	..	960	960	—	—	462	
50	3	3	Syces	..	..	1,620	1,620	—	—	169	
51	4	4	Gardeners	..	..	2,520	2,520	—	—	1,122	
52	1	1	Car and Launch Driver (Residency) ..	..	..	1,440	1,440	—	—	720	
53	1	1	Launch Khalassi	..	..	720	720	—	—	360	
54	1	1	Khalassi	..	..	720	720	—	—	360	
55	4	4	Sweepers at Rs. 45/- each	..	..	2,160	2,160	—	—	540	
			Total to Summary	..	..	23,740	23,980	240	—	10,493	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item. 1929-1930	Item. 1930-1931	Service.	Provision. 1929-30	Provision. 1930-31	Difference. +	Difference. −	Expenditure to 30th September, 1929.	Explanation or Remarks.
			Rs.	Rs.	Rs.	Rs.	Rs.	
		Vote II.—Allowances and Services.						
	Article.							
56	1	Horse Allowance..	1,800	1,080	—	720	166	Reduction in allowance.
57	2	Travelling and Tour Charges	4,000	4,700	700	—	2,088	Provision at present rates is inadequate.
58	3	Books, Printing, and Stationery	6,000	6,000	—	—	2,409	
59	4	Furniture and Equipment (Office)	1,000	2,000	1,000	—	608	Replacements required.
60	5	Office Contingencies	830	882	52	—	326	
61	6	Rent for Telephones	6,600	6,600	—	—	2,233	
62	7	Uniforms and Liveries	1,100	1,500	400	—	396	Improvement in quality of uniform of High Commissioner's personal attendants.
63	8	Postage and Telegrams	55,000	50,000	—	5,000	14,727	
64	9	Sumptuary Allowance	1,500	—	—	1,500	—	Abolition of allowance formerly paid to Administrative Inspector, Basrah.
65	10	Rent for Quarters for Staff	16,050	23,000	6,950	—	9,000	Additional accommodation required for Counsellor.
66	11	Secret Service	10,000	8,000	—	2,000	380	
67	12	Mechanical Transport	9,000	8,000	—	1,000	2,514	
		Total to Summary	1,12,880	1,11,762	9,102	10,220	34,847	

'Iraq—Estimates of Sums Required for High Commissioner's "Salaries and Expenses," 1930-1931.

Item. 1929-1930	Item. 1930-1931	Service.	Provision. 1929-30	Provision. 1930-31	Difference. +	Difference. −	Expenditure to 30th September, 1929.	Explanation or Remarks.
			Rs.	Rs.	Rs.	Rs.	Rs.	
	Article.							
68	13	Maintenance of Quarters for Staff	2,000	2,800	800	—	256	Increase in number of houses.
69	14	Maintenance of Residency Buildings and Plant ..	30,000	27,000	10,000	—	10,600	Considerable renovation is needed throughout the Residency and Secretariat and essential work has had to be postponed owing to lack of funds.
70	15	Electric Current		11,500				
71	16	Fuel		1,500				
72	17	Furniture for Residency	3,000	4,500	1,500	—	1,643	The Residency is still sparsely furnished and further purchases will require to be made.
73	18	Cost of Passage	12,350	12,800	450	—	6,834	
74	19	Pension Contribution to other Governments ..	11,600	2,600	—	9,000	5,000	Cessation of payment on behalf of Mr. Bourdillon.
75	20	Medical attendance to Staff	1,000	1,000	—	—	224	
76	21	Presentation Articles	1,000	1,000	—	—	—	
77	22	Provident Fund	21,170	29,167	7,997	—	10,196	Inclusion of Counsellor.
78	23	Service Gratuity	9,160	8,515	—	645	4,126	
		Total to Summary	91,280	1,02,382	20,747	9,645	38,879	

Cessation of payment on behalf of Mr. Bourdillon.

	£
J. H. B. Nihill ..	150
Mohammed Hashim	45
	£195 or Rs.2,600

Inclusion of Counsellor.

			Rs.
P. 3. .	.. 57,180	Young	40,000
4. . .	.. 32,380	Stafford	26,020
5. . .	.. 15,675	Sturges	24,240
	1,05,235	Holt	19,900
less M. Hassim	3,780	Empson	18,600
	12) 1,01,455	Regan	11,175
	Rs. 8,455	Farmer	7,800
(? 2nd Dafail included by High Commissioner)		Martin	6,775
		Lamb	5,825
		Usher	7,150
		Laver	7,480
			6) 1,74,965
			Rs. 29,161

'IRAQ—ESTIMATES OF SUMS REQUIRED FOR HIGH COMMISSIONER'S "SALARIES AND EXPENSES," 1930-1931.

Service.	Provision. 1929-30.	Provision. 1930-31.	Difference. +	Difference. —	Expenditure to 30th September, 1929.	Explanation or Remarks.
	Rs.	Rs.	Rs.	Rs.	Rs.	
SUMMARY—						
Sheet No. 1	2,83,665	2,73,785	7,120	17,000	1,50,411	
,, 2	29,230	27,550	1,200	2,880	14,405	
,, 3	54,635	57,180	7,405	4,860	27,286	
,, 4	34,760	32,380	380	2,760	15,774	
,, 5	33,810	27,781	2,640	8,669	13,579	
,, 6	23,740	23,980	240	—	10,493	
,, 7	1,12,880	1,11,762	9,102	10,220	34,847	
,, 8	91,280	1,02,382	20,747	9,645	38,879	
Total Rs.	6,64,000	6,56,800	48,834	56,034	3,05,674 (a)	(a) See enclosure to High Commissioner's despatch "Accounts" No. 987 dated the 9th of October, 1929.*
Moiety payable by His Britannic Majesty's Government ..	£24,900	£24,630	—	—	—	F. E. STAFFORD, Financial Secretary to H.E. the High Commissioner for 'Iraq.
at 18d. ..	£49,800	£49,260	—	—	—	

Baghdad.
Dated 26th October, 1929.

* C. 68068/29 [No. 10.] not printed.

2. Sub-head E.2. Trans-Jordan Frontier Force.

Details of Expenditure.	Approved Estimates, 1929.	Estimates, 1930.	Increase.	Decrease.	Remarks.
XIX.—*Trans-Jordan Frontier Force.*					
A. *Personal Emoluments.*					
British Ranks.					
	£P.	£P.	£P.	£P.	
1. Lieutenant-Colonel at £P.1,150 p.a. ...	1,150	1,150	—	—	
2. Duty Allowance at £P.100 p.a.	100	100	—	—	
3. Major (Second-in-Command) at £P.900 p.a.	900	900	—	—	
4. Duty Allowance at £P.50 p.a.	50	50	—	—	
5. Adjutant £P.600-50-700	650	688	38	—	5. Increment.
6. Duty Allowance at £P.50 p.a.	50	50	—	—	
7. 4 Majors (Company Commanders) £P.700-50-800	2,950	3,067	117	—	7. Increments.
8. Duty Allowances at £P.50 p.a.	200	200	—	—	
9. Captain (Senior Medical Officer) £P.600-50-700	600	622	22	—	9. Increment.
10. Duty Allowance at £P.50 p.a.	50	50	—	—	
11. Captain (Senior Veterinary Officer) ... £P.600-50-700	650	677	27	—	11. Increment.
12. Duty Allowance at £P.50 p.a.	50	50	—	—	
13. 4 Captains (Second-in-Command of Companies) £P.600-50-700	2,500	2,482	—	18	13. Change in holders.
14. Hotchkiss Gun Officer... £P.600-50-700	600	663	63	—	14. Change in holder and increment.
15. Signalling Officer ... £P.450-50-550	500	538	38	—	15. Increment.
16. Duty Allowance at £P.50 p.a.	50	50	—	—	
17. Quartermaster ... £P.450-50-550	500	538	38	—	17. do.
18. Duty Allowance at £P.50 p.a.	50	50	—	—	
19. Paymaster £P.450-50-550	500	523	23	—	19. do.
20 Duty Allowance at £P.50 p.a.	50	50	—	—	
21. 10 Warrant Officers ... £P.290-10-340	2,085	—	—	747	22. Six appointments abolished in 1929. See item 39.
22. 4 Warrant Officers ... £P.290-10-340	—	1,338	—	135	23. do.
23. Expatriation Allowances at £P.50 p.a....	335	200	—	103	25. One appointment abolished in 1929.
24. 2 Farrier Sergeants .. £P.240-10-280	370	—	—	22	26. do.
25 1 Farrier Sergeant ... £P.240-10-280	—	267	—	—	27. Change in holder.
26. Expatriation Allowances at £P.50 p.a.	72	50	—	—	
27. 1 Medical Sergeant ... £P.240-10-280	240	280	40	—	31. Increment.
32. Expatriation Allowance at £P.50 p.a. ...	50	50	—	—	
29. 1 Mechanical Transport Sergeant £P.240-10-280	240	240	—	—	
30. Expatriation Allowance at £P.50 p.a. ...	50	50	—	—	
31. 1 Clerk, grade II ... £P.240-10-280	268	278	10	—	34. Increment.
32. Expatriation Allowance at £P.50 p.a. ...	50	50	—	—	
33. Compensatory Allowances	296	207	—	89	33. See Appendix C.
Local Ranks.					
34. 19 Local Officers:— 1 Class I, £P.300-20-400 6 Class II at £P.264 p.a. 12 Class III at £P.216 p.a.	4,531	4,551	20	—	34. Increment.
35. 2 Medical Officers ... £P.400-25-500	863	—	—	—	
36. 1 Medical Officer ... £P.400-25-500	—	475	32	—	36. Increments and change in holder.
37. 1 Medical Officer ... £P.300-10-550	—	420			37.
38. Veterinary Officer ... £P.300-20-400	300	317	17	—	38. Increment.
39. 4 Company Quartermaster Sergeants at £P.150 p.a.	—	600	600	—	39. New appointments; see item 22.
40. 22 Sergeants at £P.10 p.m.	2,640	2,640	—	—	
41. 30 Corporals at £P.8 p.m.	2,880	2,880	—	—	
42. 1 Corporal, Mechanical Transport, at £P.15 p.m.	180	180	—	—	
43. 575 Privates at £P.6 p.m.	39,700	—	—	—	
44. 525 Privates at £P.6 p.m.	—	37,800	2,564	—	44. Decrease of fifty.
45. 31 Drivers, Mechanical Transport, at £P.12 p.m.	—	4,464		—	45. For Mechanized Company.
46. Proficiency Pay	4,900	3,345	—	1,555	46. Payable under regulations.
47. Tradesmen's Pay	800	1,578	778	—	47. do.
48. Good Conduct Pay	—	2,100	2,100	—	48. do.
49. 1 Clerk, grade II ... £P.240-10-280	268	277	9	—	49. Increment.
50. 2 Clerks, grade III ... £P.192- 6-240	417	—	—	—	
Carried forward ...	73,685	77,135	6,536	2,669	

Details of Expenditure.	Approved Estimates, 1929.	Estimates, 1930.	Increase.	Decrease.	Remarks.
XIX.—*Trans-Jordan Frontier Force.*					
A. *Personal Emoluments (continued).*					
Local Ranks (continued).					
	£P.	£P.	£P.	£P.	
Brought forward ...	73,685	77,135	6,536	2,669	
51. 3 Clerks, grade III ... £P.192- 6-240	—	663	246	—	51. Increase of one and increments.
52. 14 Sanitary Men at £P.4,500 p.m. ...	756	756	—	—	
53. 2 Mechanics at £P.12 p.m.	288	—	—	—	
54. 5 Mechanics at £P.12 p.m.	—	720	432	—	54. One appointment previously shown under item 57. Two new appointments for pumping plant, Zerka.
55. 2 Electricians at £P.12 p.m.	288	288	—	—	
56. 7 Drivers, Mechanical Transport, at £P.10 p.m.	840	—	—	840	56. Provision included in item 45.
57. 1 Fitter, Mechanical Transport, at £P.12 p.m.	144	—	—	144	57. Provision included in item 54.
58. Compensatory Allowances	1,209	334	—	875	58. Revision to Palestine currency on expiration of contracts. See appendix C.
59. Reservists' Pay	550	2,400	1,850	—	59. Number of reservists increased to 150 in 1930; see Colonial Office telegram No. 29 of 31st May, 1929.
60. 1 Assistant Engineer, grade I £P.288-12-360	—	360	360	—	60. For recurrent works and maintenance of camps at Zerka and Ma'an. Approved by Secretary of State.
61. 1 Foreman, grade II ... £P.180- 8-276	—	212	212	—	61. do.
62. 1 Foreman, grade III ... £P. 60- 6-168	—	114	114	—	62. do.
63. 1 Clerk, grade III ... £P. 60- 6-168	—	114	114	—	63. do.
Total Personal Emoluments ...	77,760	83,096	9,864	4,528	
B. *Other Charges.*					
64. Pension Contributions and Gratuities ...	1,500	1,100	—	400	64. Sufficient.
65. Cost of Living Allowances	1,470	1,455	—	15	65. do.
66. Officers' Outfit Allowances	60	60	—	—	
67. Animal Allowances	3,400	2,300	—	1,100	67. Mechanization of Camel Company.
68. Transport and Travelling	2,600	2,600	—	—	
69. Railway Fares and Freight	5,000	4,500	—	500	69. Based on present rate of expenditure.
70. Passages	300	300	—	—	
71. Maintenance of Mechanical Transport...	2,200	9,000	6,800	—	71. Mechanization of Camel Company.
72. Maintenance of Mule Transport ...	200	—	—	200	72. Not required in 1930.
73. Arms, Equipment, Uniforms, and Clothing	8,000	8,000	—	—	
74. Ammunition	2,600	2,500	—	100	74. Based on actual requirements.
75. Harness and Saddlery	1,050	900	—	150	75. do.
76. Horse Shoes and Stable Requisites ...	1,800	1,700	—	100	76. do.
77. Forage	18,600	10,000	—	8,600	77. Camel Company disbanded in 1929. Reduction in contract rate.
78. Camp Equipment	500	500	—	—	
79. Fuel and Light	1,800	1,550	—	250	79. Based on present expenditure.
80. Furniture and Barrack Stores	800	800	—	—	
81. Stationery and Printing	300	250	—	50	81. Sufficient.
82. Miscellaneous Stores	550	500	—	50	82. do.
83. Maintenance of Signalling and Wireless Apparatus	550	550	—	—	
84. Medical Services	900	950	50	—	84. Necessary.
85. Veterinary Services	120	120	—	—	
86. Rent of Camps, Quarters, and Training Area	50	20	—	30	86. Sufficient.
Carried forward ...	54,350	49,655	6,850	11,545	

Details of Expenditure.	Approved Estimates, 1929.	Estimates, 1930.	Increase.	Decrease.	Remarks.
XIX.—*Trans-Jordan Frontier Force.*					
A. *Personal Emoluments (continued).*					
Local Ranks (continued).					
	£P.	£P.	£P.	£P.	
Brought forward ...	54,350	49,655	6,850	11,545	
87. Current Repairs and Maintenance of Buildings and Camps	2,000	2,000	—	—	
88. Water Supply and Conservancy ...	1,550	1,350	—	200	88. do.
89. Compensation for Loss of Animals ...	1,000	700	—	300	89. do.
90. Crown Agents' Expenses	250	250	—	—	
91. Typewriters	70	70	—	—	91. To replace one unserviceable typewriter and duplicator.
92. Telegrams, Telephones, and Postage ..	250	250	—	—	
93. Contingencies	100	100	—	—	
Special Expenditure.					
94. Pack Animals	200	150	—	50	94. One Company less in 1930.
95. Mechanical Transport	4,375	—	—	4,375	95. Not required in 1930.
96. Tools and Workshop Machinery for Mechanical Transport	200	—	—	200	96. do.
97. Equipment for New Hospital	200	—	—	200	97. do.
98. Purchase of Surgical Panniers	—	170	170	—	98. Required for Mechanized Company.
99. Purchase of Water Cart	—	100	100	—	99. Necessary for watering roads.
100. Rations	—	200	200	—	100. Reserve rations for emergencies.
Total Other Charges ...	64,545	54,995	7,320	16,870	
Total Trans-Jordan Frontier Force ...	142,305	138,091	17,184	21,398	Net Decrease £P. 4,214

Details of Expenditure.	Original Estimate.	Actual Expenditure to 31st August, 1929.	Estimated Total Expenditure to 31st December, 1929.	Estimates, 1930.	Remarks.
	£P.	£P.	£P.	£P.	
XXVII.—*Trans-Jordan Frontier Force Extraordinary.*					
1. Pumping Plant, Zerka	1,750	—	—	1,750	1. The present system of purchasing water from the Railways is costly and inexpedient.
2. Conversion of Camel Stables, Ma'an	450	—	—	450	2. For conversion of stables into garages on the mechanization of the force.
3. Lining and Painting of Hutments, Zerka	1,600	—	—	1,600	3. These buildings are in a dilapidated condition.
4. Recreational Training Grounds, Zerka	240	—	—	240	4. For construction of one Tennis Court for use of British Officers, British Warrant Officers and Local Officers.
5. Construction of Armourer's Workshop and Store, Zerka	250	—	—	250	5. No available accommodation.
6. Metalling Roads, Zerka	250	—	—	250	6. For metalling roads and approaches to Mechanical Transport garages at Zerka.
7. Lining Verandahs, Zerka	400	—	—	400	7. To weather-proof the verandahs of Officers' Quarters and Messes.
Total ..	4,940	—	—	4,940	

Enclosure in No. 59.

Statement of Increases and Decreases in Trans-Jordan Frontier Force Estimates, 1930, as compared with the Printed Draft Estimates, 1930.

No. of Item in Printed Draft Estimates	No. of Item in Revised Trans-Jordan Frontier Force Estimates	Details of Expenditure	Printed Draft Estimates, 1930	Revised Trans-Jordan Frontier Force Estimates, 1930	Increase	Decrease	Remarks
			£P.	£P.	£P.	£P.	
		XIX.—*Trans-Jordan Frontier Force*					
7	—	4 Majors (Company Commanders) £P.700—50—800	3,067	—	—	—	
—	8	5 Majors (Company Commanders) £P.700—50—800	—	3,767	700	—	8. Increase of one for new company
8	9	Duty Allowances at £P.50 per annum	200	250	50	—	9. See item 8
13	—	4 Captains (Second-in-Command of Companies) £P.600—50—700	2,482	—	—	—	
—	15	10 Captains (Company Officers) £P.600—50—700	—	6,145	3,663	—	15. Increase of six; one second-in-command for new company; and to provide for company officers in charge of half-companies when on detachment
14	16	Hotchkiss Gun Officer .. .. £P.600—50—700	663	—	—	663	16. Appointment abolished
22	—	4 Warrant Officers .. .. £P.290—10—340	1,338	—	—	—	
—	24	6 Warrant Officers .. .. £P.290—10—340	—	1,918	580	—	24. Increase of two; Pay Office Clerk and Medical Sergeant promoted from Grade II
23	25	Expatriation Allowances at £P.50 per annum	200	300	100	—	25. See item 24
27	29	1 Medical Sergeant .. .. £P.240—10—280	280	—	—	280	29. See item 24
28	30	Expatriation Allowance at £P.50 per annum	50	—	—	50	30. Included in item 25
29	—	1 Mechanical Transport Sergeant £P.240—10—280	240	—	—	—	
—	32	3 Mechanical Transport Sergeants £P.240—10—280	—	722	482	—	32. Increase of two for mechanized company
30	33	Expatriation Allowances at £P.50 per annum	50	150	100	—	33. See item 32
31	34	1 Clerk, Grade II .. .. £P.240—10—280	278	—	—	278	34. See item
32	35	Expatriation Allowance at £P.50 per annum	50	—	—	50	35. See item 25
34	—	19 Local Officers: 1 Class I £P.300—20—400 .. 6 Class II at £P.264 per annum 12 Class III at £P.216 per annum	4,551	—	—	—	38. Increase of four for new company
—	38	23 Local Officers: 1 Class I £P.300—20—400 .. 7 Class II at £P.264 per annum 15 Class III at £P.216 per annum	—	5,463	912	—	
39	—	4 Company Quartermaster Sergeants at £P.150 per annum	600	—	—	—	
—	43	5 Company Quartermaster Sergeants at £P.150 per annum	—	750	150	—	43. Increase of one for new company
40	—	22 Sergeants at £P.10 per mensem	2,640	—	—	—	
—	45	27 Sergeants at £P.10 per mensem	—	3,240	600	—	45. Increase of five
41	—	30 Corporals at £P.8 per mensem	2,880	—	—	—	
—	47	36 Corporals at £P.8 per mensem	—	3,456	576	—	47. Increase of six
		Carried forward ..	19,569	26,161	7,913	1,321	

No. of Item in Printed Draft Estimates	No. of Item in Revised Trans-Jordan Frontier Force Estimates	Details of Expenditure	Printed Draft Estimates, 1930	Revised Trans-Jordan Frontier Force Estimates, 1930	Increase	Decrease	Remarks
			£P.	£P.	£P.	£P.	
		XIX.—*Trans-Jordan Frontier Force.*					
		Brought forward ..	19,569	26,161	7,913	1,321	
42	—	1 Corporal, Mechanical Transport, at £P.15 per mensem	180	—	—	—	
—	49	2 Corporals, Mechanical Transport, at £P.15 per mensem	—	360	180	—	49. Increase of one for mechanized company
44	—	525 Privates at £P.6 per mensem	37,800	—	—	—	
—	51	734 Privates at £P.6 per mensem	—	52,848	15,048	—	51. Increase of two hundred and nine privates
45	—	31 Drivers, Mechanical Transport, at £P.12 per mensem	4,464	—	—	—	
—	52	27 Drivers, Mechanical Transport, at £P.12 per mensem	—	3,888	—	576	52. Four proposed new appointments abandoned
46	53	Proficiency Pay	3,345	4,440	1,095	—	53. Payable under regulations
47	54	Tradesmen's Pay	1,578	1,806	228	—	54. do.
49	56	1 Clerk, Grade II .. .. £P.240—10—280	277	—	—	277	56. Transferred to item 71
50	57	3 Clerks, Grade III .. .. £P.192—6—240	663	—	—	663	57. do.
52	—	14 Sanitary Men at £P.4·500 per mensem	756	—	—	—	
—	59	17 Sanitary Men at £P.4·500 per mensem	—	918	162	—	59. Increase of three for new company
59	66	Reservists' Pay	2,400	2,410	10	—	66. For N.C.O.'s Pay
—	71	6 Clerks, Grade II .. .. £P.180—8—276	—	1,300	1,300	—	71. Increase of two for Headquarters and Quartermaster's Stores; and four transferred from items 56 and 57
		Total Personal Emoluments ..	71,032	94,131	25,936	2,837	
		Other Charges					
64	72	Pension Contributions and Gratuities	1,100	1,700	600	—	72. For contributions of six new seconded officers; see item 15
65	73	Cost of Living Allowances ..	1,455	1,818	363	—	73. For increased establishment
66	74	Officers' Outfit Allowances ..	60	140	80	—	74. do.
67	75	Animal Allowances	2,300	3,100	800	—	75. For new company
68	76	Transport and Travelling ..	2,600	3,000	400	—	76. do.
69	77	Railway Fares and Freight ..	4,500	5,000	500	—	77. do.
70	78	Passages	300	500	200	—	78. For increased establishment
73	81	Arms, Equipment, Uniforms and Clothing	8,000	12,300	4,300	—	81. For increased establishment and replacement of reservists' clothes, on account of wear and tear due to emergency
74	82	Ammunition	2,500	3,700	1,200	—	82. For new company
75	83	Harness and Saddlery	900	1,250	350	—	83. do.
76	84	Horse Shoes and Stable Requisites	1,700	2,300	600	—	84. For increased establishment
		Carried forward ..	25,415	34,808	9,393	—	

No. of Item in Printed Draft Estimates	No. of Item in Revised Trans-Jordan Frontier Force Estimates	Details of Expenditure	Printed Draft Estimates, 1930	Revised Trans-Jordan Frontier Force Estimates, 1930	Increase	Decrease	Remarks
			£P.	£P.	£P.	£P.	
		XIX.—*Trans-Jordan Frontier Force*					
		Other Charges					
		Brought forward ..	25,415	34,808	9,393	—	
77	85	Forage	10,000	14,000	4,000	—	85. For new company
78	86	Camp Equipment	500	650	150	—	86. For increased establishment
79	87	Fuel and Light	1,550	2,000	450	—	87. do.
80	88	Furniture and Barrack Stores ..	800	1,050	250	—	88. do.
81	89	Stationery and Printing ..	250	300	50	—	89. Necessary
82	90	Miscellaneous Stores	500	600	100	—	90. For increased establishment
83	91	Maintenance of Signalling and Wireless Apparatus	550	700	150	—	91. do.
84	92	Medical Services	950	1,300	350	—	92. do.
85	93	Veterinary Services	120	250	130	—	93. do.
86	94	Rent of Camps and Quarters ..	20	50	30	—	94. Necessary
87	95	Current Repairs and Maintenance of Buildings and Camps	2,000	2,500	500	—	95. Increase required for Jordan Valley camps
88	96	Water Supply and Conservancy ..	1,350	1,650	300	—	96. For increased establishment
89	97	Compensation for loss of Animals	700	1,000	300	—	97. do.
90	98	Crown Agents' Expenses ..	250	300	50	—	98. Necessary
91	99	Typewriters	70	100	30	—	99. do.
		Special Expenditure					
94	102	Pack Animals	150	200	50	—	102. For new company
97	105	Equipment for new Hospital ..	—	300	300	—	105. Required for new Sick Quarters in Jordan Valley and for Ma'an
98	106	Purchase of Surgical and Medical Panniers	170	750	580	—	106. For new company and medical companions
—	109	Extra Equipment for Officers' Messes	—	150	150	—	109. For new Messes
—	110	Purchase of Rifles	—	600	600	—	110. To complete Rifle Establishment of Force
		Other Charges .. £P.	45,345	63,258	17,913	—	
		Total Trans-Jordan Frontier Force	116,377	157,389	43,849	2,837	Net Increase £P.41,012
		XXVII.—*Trans-Jordan Frontier Force Extraordinary*					
4	4	Recreational Training Grounds, Zerqa	240	480	240	—	4. Additional squash racquets court
—	7	Accommodation for fifth Company	—	10,300	10,300	—	5. For additional company
—	8	Construction of Married Quarters	—	600	600	—	8. Quarters previously occupied by Major Wigan required for Married British Warrant Officer
		Ma'an					
—	10	Construction of Quarters for Officer Commanding Detachment	—	400	400	—	10. One additional British Officer posted to Detachment, Ma'an Present accommodation inadequate
			240	11,780	11,540	—	Increase £P.11,540

3. Sub-head E.3.—Trans-Jordan Administration.

Enclosure 1 in No. 140.

TRANS-JORDAN ESTIMATES OF REVENUE FOR FINANCIAL YEAR 1930—31.

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(I). *Customs and Excise*	£P.	£P.	£P.	£P.	
1. Customs Share, Syria	12,000	14,000	2,000	—	
2. Customs Share, Palestine ..	25,500	25,500	—	—	
3. Import Duty collected locally ..	32,200	28,000	—	4,200	
4. Excise Duty on Intoxicating Liquors	1,000	1,200	200	—	
5. Excise Duty on Tobacco ..	2,850	6,500	3,650	—	
6. Miscellaneous (Demurrage), &c.	450	800	350	—	
Total Customs and Excise ..	74,000	76,000	6,200	4,200	Net Increase £P.2,000
(II). *Licences, Taxes, &c.*					
1. Licences, Advocates	60	60	—	—	
2. Licences, Road Transport ..	1,800	2,500	700	—	
3. Licences, Forests and Quarry ..	450	480	30	—	
4. Licences, Sale of Intoxicating Liquors	150	150	—	—	
5. Licences, Sale of Tobacco ..	500	550	50	—	5. Increase of Licence Fees
6. Licences, Other	100	100	—	—	
7. Taxes, Animal	35,500	36,000	500	—	
8. Taxes, House and Land ..	19,800	21,000	1,200	—	
9. Taxes, Temattu	2,500	4,500	2,000	—	9. Vide Memorandum
10. Taxes, Road	7,000	7,000	—	—	
11. Tithe	60,000	60,000	—	—	
12. Tobacco Tax	—	600	600	—	
13. Revenue Stamp Duty ..	3,800	4,100	300	—	
14. Hedjaz Stamp Duty	2,700	3,000	300	—	
15. Fines and Forfeitures	3,200	3,000	—	200	
16. Allenby Bridge Toll	3,000	3,000	—	—	
Total Licences, Taxes, &c. ..	140,560	146,040	5,680	200	Net Increase £P.5,480
(III). *Fees of Court or Office, &c. &c. &c.*					
1. Court Fees, Civil	6,000	6,200	200	—	
2. Court Fees, Sharia'	1,700	1,900	200	—	
3. Court Fees, Tribal	100	100	—	—	
4. Notary Public Fees	2,000	2,000	—	—	
5. Land Registry Fees	3,000	3,000	—	—	
6. Passport Fees and Nationality Certificates	800	1,200	400	—	
7. Tourist Fees	300	300	—	—	
8. Medical Services and Hospital Receipts	400	750	350	—	
9. Veterinary and Animal Quarantine Fees	2,100	2,100	—	—	
10. Educational and Arts and Crafts School Receipts	2,000	1,300	—	700	
11. Sale of Publications	70	70	—	—	
12. Sale of Departmental Stores ..	600	650	50	—	
13. Pension Contributions ..	6,000	6,500	500	—	
14. Miscellaneous Reimbursements ..	250	300	50	—	
15. Registration of Trade Marks ..	—	1,000	1,000	—	
Total Fees of Court, &c. ..	25,320	27,370	2,750	700	Net Increase £P.2,050

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(IV). *Posts, Telegraphs and Telephones.*					
1. Sale of Stamps	4,400	7,000	2,600	—	
2. Commission on Money Orders ..	200	200	—	—	
3. Telephone Rentals and Installations	1,900	2,350	450	—	
4. Telephone Trunk Calls ..	2,500	3,400	900	—	
5. Telegrams	1,870	1,930	60	—	
6. Parcel Post	375	300	—	75	
7. Miscellaneous Receipts ..	55	55	—	—	
8. Post Office Box Rentals ..	70	75	5	—	
Total Posts, Telegraphs, &c. ..	11,370	15,310	4,015	75	Net Increase £P.3,940
(V). *Revenue from Government Property.*					
1. Rent of Land and Buildings ..	500	500	—	—	
2. Rental Tithe	2,800	3,000	200	—	
3. Forest and other State Domain Revenues	1,400	1,500	100	—	
Total of Revenue, &c. ..	4,700	5,000	300	—	Net Increase £P.300
(VI). *Interest.*					
1. Bank Balances	70	99	29	—	
2. Earthquake Relief Loans ..	670	550	—	120	
3. Advances to Agricultural Bank ..	260	281	21	—	
Total of Interest	1,000	930	50	120	Net Decrease £P.70
(VII). *Miscellaneous Receipts* ..	558	600	42	—	Net Increase £P.42
(VIII). *Sale of State Domains* ..	450	800	350	—	Net Increase £P.350
(IX). *Grant-in-Aid Trans-Jordan Frontier Force.*	40,000	54,000	14,000	—	Net Increase £P.14,000
(X). *Grant-in-Aid from His Majesty's Government*					
(I). *Civil List.*					
1. His Highness the Amir ..	12,000	12,000	—	—	
2. Personal Adviser	420	—	—	420	2. Vide Item 3
3. Personal Adviser, £P.38—2—46	—	456	456	—	
4. Secretary	420	—	—	420	4. Vide Item 5
5. Secretary, £P.32—1—37 ..	—	432	432	—	
6. Doctor	300	300	—	—	
7. Clerk and Imam, £P.9—½—12 ..	144	144	—	—	
8. Mechanic	180	—	—	180	8. Transferred to Public Works Department Vide Memorandum
9. Driver	180	180	—	—	
10. Compensatory Allowance ..	24	24	—	—	
11. Orderly	36	36	—	—	
Total of Civil List	13,704	13,572	888	1,020	Net Decrease £P.132
His Highness's Guard.					Transferred to Head XX D
(II). *Public Debt and Loan Charges.*					
1. Interest on Advances	590	590	—	—	
Total Public Debt and Loan Charges	590	590	—	—	

Head and Sub-head.	Approved Estimates, 1929—30.	Estimates, 1930—31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(III). *Legislature.*					
A. *Personal Emoluments.*					
1. 14 Members at £P.200 p.a. ..	2,800	2,800	—	—	
2. 2 Members at £P.60	120	—	—	120	2. Vide 3
3. 2 Members at £P.300 for 5½ months	275	—	—	275	3. Nominated to Executive Council
4. 2 Members at £P.350 ..	—	700	700	—	
5. Secretary, £P.21—25 p.m. ..	212	300	88	—	
6. Clerk, £P. 9—12 p.m. ..	45	108	63	—	
7. Compensatory Allowance ..	3	8	5	—	
8. Orderly—Six months at £P.3 ..	24	18	—	6	
Total Personal Emoluments ..	3,479	3,934	856	401	
B. *Other Charges.*					
9. Transport and Travelling ..	100	250	150	—	
10. Lighting and Heating	15	16	1	—	
11. Contingencies	12	10	—	2	
12. Postages, Telegrams, and Telephones	10	10	—	—	
Total Other Charges ..	137	286	151	2	
Total Legislature	3,616	4,220	1,007	403	Net Increase £P.604
(IV). *Pensions and Gratuities.*					
1. Pensions	2,000	2,200	200	—	
2. Gratuities	2,500	2,000	—	500	
Total Pensions and Gratuities ..	4,500	4,200	200	500	Net Decrease £P.300
(V). *Chief Minister and Interior.*					
A. *Personal Emoluments.*					
1. Chief Minister—Special ..	1,200	1,200	—	—	
2. Personal Allowance to present Chief Minister	100	100	—	—	
3. Chief Secretary £P.48—2—58	576	600	24	—	
4. Assistant Secretary 26—1—31	372	—	—	372	4. Post Cancelled
5. Chief Clerk .. 21—1—25	252	269	17	—	
6. 1 Clerk .. 17—½—20	220	207	—	13	
7. 2 Clerks .. 13—½—16	218	314	96	—	7. 1 new post in replacement of 4 and 10
8. 2 Clerks .. 9—½—12	300	—	—	300	8. Vide Item 9
9. 3 Clerks .. 9—½—12	—	384	384	—	9. Two from Item 8, 1 new post—Municipalities
10. 1 Clerk .. 6—½— 8	96	—	—	96	
11. Compensatory Allowance ..	79	41	—	38	
12. Orderlies	120	120	—	—	
Total Personal Emoluments ..	3,533	3,235	521	819	
B. *Other Charges.*					
13. Transport and Travelling ..	610	780	170	—	
14. Lighting and Heating	30	30	—	—	
15. Contingencies	11	13	2	—	
16. Posts, Telegraphs, and Telephones	200	150	—	50	
17. Secret Service Funds	420	300	—	120	
18. Purchase of Legal Books ..	30	20	—	10	
Total other Charges ..	1,301	1,293	172	180	
Total Chief Minister and Interior ..	4,834	4,528	693	999	Net Decrease £P.306

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
		£P.	£P.	£P.	£P.	
(VI). *District Administration.*						
A. *Personal Emoluments.*						
1. 1 Mutessarrif	£P.38—2—46	450	468	18	—	
2. 2 Mutessarrifs	32—1—37	807	—	—	807	2. Vide Item 4
3. 3 Mutessarrifs	26—1—31	744	—	—	744	3. Vide Item 4
4. 4 Mutessarrifs	32—1—37	—	1,611	1,611	—	4. Two from Item 2. Two from Item 3 on 1st October, 1930
5. Compensatory Allowances ..		21	22	1	—	
6. 5 Kaimakams	21—1—25	1,395	1,401	6	—	
7. Compensatory Allowances ..		36	23	—	13	
8. 3 Mudirs Nahiya	13—½—16	526	—	—	526	8. Vide Item 9
9. 4 Mudir el Nahiya	13—½—16	—	632	632	—	9. Three from Item 8. One new 1st October, 1930
10. Compensatory Allowances ..		—	6	6	—	
11. 10 Clerks ..	9—½—12	1,368	1,349	—	19	
12. Compensatory Allowances ..		32	26	—	6	
13. 4 Clerks ..	6—½— 8	375	353	—	22	
14. Compensatory Allowance ..		7	5	—	2	
15. Orderlies		372	384	12	—	15. One extra at £P.2 from 1st October, 1930
Total District Administration Personal Emoluments		6,133	6,280	2,286	2,139	
B. *Other Charges.*						
16. Transport and Travelling ..		900	820	—	80	
17. Lighting and Heating ..		77	78	1	—	
18. Contingencies		30	30	—	—	
19. Postage, Telegraphs, and Telephones		620	500	—	120	
20. Purchase of Legal Books ..		—	40	40	—	
Total Other Charges ..		1,627	1,468	41	200	
Total District Administration ..		7,760	7,748	2,327	2,339	Net Decrease £P.12
(VII). *Legal Department.*						
A. *Personal Emoluments.*						
1. Minister of Justice and Kadi el Kuda—Grade I		840	840	—	—	
2. Judicial Adviser—Special ..		1,392	1,392	—	—	
3. Assistant Inspector	£P.21—1—25	266	276	10	—	
4. Superintendent	21—1—25	258	264	6	—	
5. 2 Clerks ..	13—½—16	329	341	12	—	
6. Compensatory Allowance ..		67	41	—	26	
7. Orderlies		72	72	—	—	
Court of Appeal.						
8. Acting President	£P.40	480	—	—	480	
9. 1 Member ..	32—1—37	378	—	—	378	9. Vide Item 11
10. 1 Member ..	26—1—31	372	—	—	372	10. Vide Item 11
11. 3 Members ..	32—1—37	—	1,176	1,176	—	11. Two from Items 9 and 10. One new post
12. Chief Clerk ..	13—½—16	192	192	—	—	
13. 1 Clerk ..	9—½—12	135	112	—	23	
14. 1 Clerk ..	6—½— 8	96	96	—	—	
15. Compensatory Allowance ..		33	8	—	25	
16. Process Servers	4	48	48	—	—	
17. Orderly		36	36	—	—	
Personal Emoluments Carried Forward		5,674	4,894	1,204	1,304	

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(VII). *Legal Department* (contd.)		£P.	£P.	£P.	£P.	
Personal Emoluments Brought Forward		5,674	4,894	1,204	1,304	
Public Prosecutor-General.						
18. Public Prosecutor-General,	£P.32—1—37	408	448	36	—	
19. Clerk ..	9—½—12	144	112	—	32	
20. Compensatory Allowance ..		14	12	—	2	
District Courts.						
21. 1 President ..	£P.32—1—37	396	420	24	—	
22. 1 President ..	26—1—31	372	—	—	372	22. Vide Item 24
23. 1 President ..	21—1—25	266	—	—	266	23. Vide Item 24
24. 2 Presidents ..	21—1—25	—	537	537	—	24. From Items 22 and 23
25. 2 Members ..	21—1—25	492	516	24	—	
26. 2 Members ..	17—½—20	480	430	—	50	
27. 4 Public Prosecutors	17—½—20	907	929	22	—	
28. 1 Execution Officer	9—½—12	144	144	—	—	
29. 3 Chief Clerks to Courts	13—½—16	466	477	9	—	
30. 4 Clerks to Courts	9—½—12	408	444	36	—	
31. 6 Clerks to Courts	6—½— 8	504	490	—	14	
32. 4 Clerks to Public Prosecutors	6—½—8	384	354	—	30	
33. Compensatory Allowances ..		71	48	—	23	
34. 9 Process Servers	4	432	432	—	—	
35. Orderlies		84	84	—	—	
36. Notary Public Amman	9—½—12	144	144	—	—	
Magistrates' Courts.						
37. 2 Magistrates	£P.21—1—25	492	558	66	—	
38. 3 Magistrates	17—½—20	720	697	—	23	
39. 6 Clerks ..	9—½—12	828	773	—	55	
40. 4 Clerks ..	6—½— 8	330	324	—	6	
41. Compensatory Allowance ..		54	26	—	28	
42. 11 Process Servers		528	528	—	—	
43. Orderly		24	24	—	—	
Total Personal Emoluments ..		14,086	13,845	1,958	2,205	
B. *Other Charges.*						
44. Transport and Travelling ..		800	800	—	—	
45. Lighting and Heating		80	90	10	—	
46. Contingencies		35	40	5	—	
47. Postage, Telegrams, and Telephones		202	194	—	8	
48. Clothing, Process Servers ..		60	140	80	—	
49. Medico Legal Expenses ..		400	450	50	—	
50. Tribal Court Expenses ..		120	125	5	—	
51. Purchase of Legal Books ..		50	50	—	—	
Total Other Charges ..		1,747	1,889	150	8	
Total Legal Department ..		15,835	15,730	2,108	2,213	Net Decrease £P.105
(VIII). *Sharia' Courts.*						
A. *Personal Emoluments.*						
1. Kadi el Kuda—Vacant.		—	—	—	—	
2. Clerk ..	£P.13—½—16	174	180	6	—	
3. Clerk ..	6—½—8	78	84	6	—	
4. Compensatory Allowance ..		6	6	—	—	
5. Orderly		36	36	—	—	
6. 1 Kadi ..	21—1—25	288	—	—	288	
7. 2 Kadis ..	21—1—25	—	576	576	—	
8. 6 Kadis ..	17—½—20	1,278	—	—	1,278	
9. 5 Kadis ..	17—½—20	—	1,122	1,122	—	
10. 8 Clerks to Kadis	9—½—12	943	975	32	—	
11. Compensatory Allowance ..		48	44	—	4	
12. 7 Process Servers		336	336	—	—	
13. Mufti Amman	6—½— 8	96	96	—	—	
14. Mufti Irbid	6—½— 8	96	96	—	—	
15. Compensatory Allowance ..		5	5	—	—	
Total Personal Emoluments ..		3,384	3,556	1,742	1,570	

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
		£P.	£P.	£P.	£P.	
(VIII). *Sharia' Courts* (contd.)						
Personal Emoluments Brought Forward		3,384	3,556	1,742	1,570	
B. *Other Charges.*						
16. Transport and Travelling	..	190	190	—	—	
17. Lighting and Heating	.. ..	25	26	1	—	
18. Contingencies	.. ..	15	10	—	5	
19. Postage, Telegrams, and Telephones		22	30	8	—	
Total Other Charges	..	252	256	9	5	
Total Sharia' Courts	..	3,636	3,812	1,751	1,575	Net Increase £P.176
(IX). *Ministry of Finance.*						
A. *Personal Emoluments.*						
1. Treasurer	.. .. ..	411	—	—	411	1. Vacant
2. Financial Adviser—Special	..	990	990	—	—	
3. Chief Accountant	£P.38—2—46	504	528	24	—	
4. Chief Revenue Officer	38—2—46	468	480	12	—	
5. Finance Inspector	21—1—25	288	—	—	288	5. Vide Item 6
6. Finance Inspector	26—1—31	—	312	312	—	6. Promotion from Item 5
7. 1 Accountant	26—1—31	—	312	312	—	7. New post
8. Controller of Stores	21—1—25	264	276	12	—	
9. 1 Accountant	21—1—25	222	—	—	222	9. Vide Item 11
10. 1 Accountant	17—½—20	222	—	—	222	10. Vide Item 11
11. 2 Accountants	21—1—25	—	504	504	—	11. One from Item 9. One promotion on 1st October, 1930
12. Chief Clerk	17—½—20	216	222	6	—	
13. 1 Assistant Finance Inspector	13—½—16	169	175	6	—	
14. 1 Revenue Officer	13—½—16	192	192	—	—	
15. 1 Stores Clerk	13—½—16	160	166	6	—	
16. 1 Accounts Clerk	13—½—16	192	192	—	—	
17. 3 Accounts Clerks	9—½—12	360	372	12	—	
18. 1 Revenue Clerk	9—½—12	144	144	—	—	
19. Clerk to Financial Adviser	9—½—12	114	108	—	6	
20. Clerk and Typist	9—½—12	108	114	6	—	
21. Storekeeper	6—½— 8	87	93	6	—	
22. 2 Accounts Clerks	6—½— 8	165	177	12	—	
23. 1 General Clerk	6—½— 8	85	91	6	—	
24. Compensatory Allowances	..	99	80	—	19	
25. Orderlies	.. ..	156	156	—	—	
26. 2 Sub-Accountants	17—½—20	384	414	30	—	
27. 4 Sub Accountants	13—½—16	726	—	—	726	27. Vide Item 28
28. 5 Sub-Accountants	13—½—16	—	786	786	—	28. Four from Item 27. One promotion from Item 29 on 1st October, 1930
29. 3 Sub-Accountants	9—½—12	432	—	—	432	29. Vide Items 28 and 30
30. 2 Sub-Accountants	9—½—12	—	288	288	—	30. From Item 29
31. 6 Revenue Clerks	9—½—12	810	840	30	—	
32. 10 Revenue Clerks	6—½— 8	860	910	50	—	
33. Compensatory Allowance	..	40	36	—	4	
34. 32 Tax-Collectors	.. ..	2,688	—	—	2,688	
35. 34 Tax-Collectors	.. ..	—	2,856	2,856	—	
36. Orderlies	.. .. ..	228	228	—	—	
Total Personal Emoluments	..	11,784	12,042	5,276	5,018	
B. *Other Charges.*						
37. Transport and Travelling	..	1,250	1,400	150	—	
38. Lighting and Heating	.. ..	82	78	—	4	
39. Contingencies	.. ..	40	40	—	—	
40. Postage, Telegrams, and Telephones		220	220	—	—	
41. Cost of Tithe Estimation	..	1,400	1,200	—	200	
42. Cost of Animal Enumeration	..	1,500	1,500	—	—	
43. Cost of House and Land Tax Registration		—	50	50	—	
44. Allowance to Registration of Trade Marks		—	50	50	—	
Total Other Charges	..	4,492	4,538	250	204	
Total Ministry of Finance	..	16,276	16,580	5,526	5,222	Net Increase £ P.304

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(X). *Customs and Excise.*						
A. *Personal Emoluments.*		£P.	£P.	£P.	£P.	
1. Director—Special	.. ..	1,000	1,000	—	—	
2. Inspector	£P.21—1—25	257	269	12	—	
3. Controller	17—½—20	198	201	3	—	
4. 1 Checking and Statistics Clerk	13—½—16	138	148	10	—	
5. Chief Clerk	13—½—16	159	159	—	—	
6. 1 Checking and Statistics Clerk	9—½—12	110	116	6	—	
7. 1 Checking and Statistics Clerk	6—½— 8	—	72	72	—	7. New post 1st April, 1930
8. 1 Clerk	6—½— 8	76	72	—	4	
9. Apprentice	3½	42	42	—	—	
10. Compensatory Allowance	..	26	25	—	1	
11. Orderly	.. .. ..	36	36	—	—	
Districts.						
12. 1 Customs Officer	17—½—20	217	223	6	—	
13. 2 Customs Officers	13—½—16	331	343	12	—	
14. 1 Valuer	13—½—16	170	176	6	—	
15. 1 Accountant and Cashier	13—½—16	150	159	9	—	
16. 2 Examiners	9—½—12	238	229	—	9	
17. 2 Customs Officers	9—½—12	282	—	—	282	17. Vide Items 18 and 19
18. 1 Customs Officer	13—½—16	—	150	150	—	18. Promotion 1st October, 1930
19. 2 Customs Officers	9—½—12	—	219	219	—	19. One from 17. One new post from 1st April, 1930
20. 2 Tobacco Factory Officers	9—½—12	226	250	24	—	
21. 1 Valuer	9—½—12	118	116	—	2	
22. 1 Storekeeper	9—½—12	112	118	6	—	
23. 1 Assistant Customs Officer	9—½—12	111	117	6	—	
24. 2 Storekeepers	6—½— 8	151	163	12	—	
25. 2 Clerks	6—½— 8	152	162	10	—	
26. 1 Assistant Accountant	6—½— 8	78	82	4	—	
27. Compensatory Allowance	..	30	20	—	10	
28. 16 Customs Guards	5	960	—	—	960	28. Vide Item 29
29. 18 Customs Guards	5	—	1,080	1,080	—	29. Increase 2 Guards
30. Porters	.. .. ..	400	400	—	—	
31. Watchmen (2)	.. ..	72	96	24	—	31. Increase of pay from £P.3 to £P.4
32. Orderlies	.. .. ..	60	60	—	—	
Total Personal Emoluments	..	5,900	6,303	1,671	1,268	
B *Other Charges.*						
33. Transport and Travelling	..	600	750	150	—	
34. Lighting and Heating	.. ..	35	35	—	—	
35. Contingencies	.. ..	40	76	36	—	
36. Postage, Telegrams, and Telephones		63	80	17	—	
37. Clothing	.. .. ..	108	120	12	—	
38. Rewards and Gratuities	..	250	300	50	—	
39. Banderolles	.. .. ..	480	300	—	180	
Total Other Charges	..	1,576	1,661	265	180	
Total Customs and Excise	..	7,476	7,964	1,936	1,448	Net Increase £P.488
(XI). *Public Health Department.*						
Personal Emoluments.						
1. Director—Special	.. ..	750	750	—	—	
2. Chief Clerk	£P.17—½—20	198	210	12	—	
3. Clerk	13—½—16	159	162	3	—	
4. Clerk	9—½—12	126	132	6	—	
5. Compensatory Allowance	..	23	23	—	—	
6. Ambulance Driver	7	84	84	—	—	
7. Orderly	.. .. ..	36	36	—	—	
Personal Emoluments Carried Forward		1,376	1,397	21	—	

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XI). *Public Health Department* (contd.)		£P.	£P.	£P.	£P.	
Personal Emoluments Brought Forward		1,376	1,397	21	—	
Government Hospital, Amman.						
8. Medical Officer	£P.26—1—31	336	348	12	—	
9. Dispenser ..	21—1—25	255	264	9	—	
10. Matron ..	9—½—12	144	115	—	29	
11. Nurse ..	6—½— 8	96	96	—	—	
12. Compensatory Allowance ..		13	—	—	13	
13. Male Attendant	5	60	60	—	—	
14. Dispensary Attendant	4	48	48	—	—	
15. Ward Maid ..	4	48	48	—	—	
16. Cook ..	4	48	48	—	—	
17. Male Attendant	3	36	36	—	—	
18. Orderly ..	3	36	36	—	—	
19. Washerwoman	2	24	24	—	—	
Government Laboratory.						
20. Bacteriologist	£P.32—1—37	444	444	—	—	
21. Laboratory Assistant	9—½—12	144	144	—	—	
22. Compensatory Allowance ..		15	—	—	15	
23. Laboratory Attendant ..		—	18	18	—	23. New post
Districts.						
24. 1 Medical Officer	£P.32—1—37	384	396	12	—	
25. 8 Medical Officers	26—1—31	2,734	2,768	34	—	
26. 1 Sub-Sanitary Inspector	9—½—12	114	120	6	—	
27. 3 A.M. Sub-Inspectors	9—½—12	360	360	—	—	
28. 1 A.M. Sub-Inspector	6—½— 8	84	84	—	—	
29. 1 Clerk to Medical Officer, Amman	6—½— 8	72	73	1	—	
30. Infant Welfare Nurse	9—½—12	120	111	—	9	
31. Compensatory Allowance ..		47	35	—	12	
32. 2 P.H. Orderlies	7	168	168	—	—	
33. 4 P.H. Orderlies	6	288	288	—	—	
34. Ophthalmic Attendant	6	72	72	—	—	
35. 3 Medical Attendants	6	276	276	—	—	
36. Medical Attendant, Mental Cases	6	72	72	—	—	
Total Personal Emoluments ..		7,914	7,949	113	78	
B. *Other Charges.*						
37. Transport and Travelling ..		710	850	140	—	
38. Lighting and Heating ..		75	50	—	25	
39. Contingencies		20	20	—	—	
40. Postage, Telegrams, and Telephones		107	107	—	—	
41. Clothing		137	137	—	—	
42. Government Patients in Private Hospitals		100	100	—	—	
43. Medical Stores and Equipment		626	800	174	—	
44. Epidemic Measures		400	400	—	—	
45. Anti-Malarial Services ..		100	100	—	—	
46. Vaccine Sera, &c.		120	150	30	—	
47. Medical Library		20	20	—	—	
48. Fees, Notifications Births and Deaths		80	100	20	—	
49. Dieting Staff and Patients ..		400	400	—	—	
50. Subsidy Es-Salt Hospital ..		240	240	—	—	
51. Water		45	—	—	45	51. Included in Item 49.
52. Colonial Medical Advisory Committee		5	5	—	—	
Total Other Charges ..		3,185	3,479	364	70	
Total Public Health Department ..		11,099	11,428	477	148	Net Increase £P.329

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XI A). *Ma'an Quarantine.*						
A. *Personal Emoluments.*		£P.	£P.	£P.	£P.	
1. Allowance to Medical Officer-in-charge		12	12	—	—	
2. 1 Sub-Sanitary Inspector	3 months £P.8	24	24	—	—	
3. 2 Tamargies	3 ,, 6	18	18	—	—	
4. 1 Guard	3 ,, 4	12	12	—	—	
5. 1 Scavenger	3 ,, 3	9	9	—	—	
6. 1 Male Attendant	3 ,, 3	9	9	—	—	
Total Personal Emoluments ..		84	84	—	—	
B. *Other Charges.*						
7. Dieting 200 Pilgrims		49	49	—	—	
Total Other Charges ..		49	49	—	—	
Total Ma'an Quarantine ..		133	133	—	—	
(XII). *Education.*						
A. *Personal Emoluments.*						
1. Director ..	£P.38—2—46	504	528	24	—	
2. Inspector ..	26—1—31	318	330	12	—	
3. Chief Clerk ..	17—½—20	204	216	12	—	
4. Accountant ..	9—½—12	120	129	9	—	
5. Clerk ..	9—½—12	130	119	—	11	
6. Clerk and Storekeeper	6—½— 8	78	84	6	—	
7. Compensatory Allowance ..		11	22	11	—	7. Error in calculation
8. Orderly		36	36	—	—	
Boys' Schools.						
9. 1 Head Master	£P.21—1—25	300	300	—	—	
10. 3 Head Masters	17—½—20	672	666	—	6	
11. 6 Masters ..	17—½—20	1,343	1,301	—	42	
12. 8 Masters ..	13—½—16	1,341	1,349	8	—	
13. 9 Head Masters	9—½—12	1,152	1,182	30	—	
14. 12 Masters ..	9—½—12	1,519	1,549	30	—	
15. 1 Head Master	6—½— 8	96	96	—	—	
16. 39 Masters ..	6—½— 8	3,387	3,472	85	—	
17. Compensatory Allowance ..		134	121	—	13	
18. Orderlies		550	390	—	160	
19. 28 Village Schoolmasters	6—½— 8	2,449	—	—	2,449	
20. 30 Village Schoolmasters	6—½— 8	—	2,680	2,680	—	
21. Compensatory Allowance ..		39	52	13	—	
22. 3 Head Mistresses	13—½—16	535	553	18	—	
23. 2 Head Mistresses	9—½—12	237	244	7	—	
24. 7 Mistresses ..	9—½—12	811	853	42	—	
25. 9 Mistresses ..	6—½— 8	767	—	—	767	25. Vide Item 26
26. 11 Mistresses ..	6—½— 8	—	937	937	—	26. From Item 25 and two new posts
27. Compensatory Allowance ..		34	32	—	2	
28. Orderlies		168	204	36	—	
		16,935	17,445	3,960	3,450	
Arts and Crafts School.						
29. Head Master	£P.17—½—20	216	222	6	—	
30. Master Smith	13—½—16	174	180	6	—	
31. Master Plumber	13—½—16	78	156	78	—	31. Six months only in 1929-30
32. Master Carpenter	9—½—12	144	144	—	—	
33. Master Shoemaker	9—½—12	72	—	—	72	33. Abolished
34. Master Reading and Writing	6—½— 8	93	72	—	21	
35. Master Shoemaker	6—½— 8	48	—	—	48	35. Abolished
36. Master Carpenter	6—½— 8	96	96	—	—	
37. Master Smith	6—½— 8	96	96	—	—	
38. Clerk and Accountant	6—½— 8	96	89	—	7	
39. Stores Clerk	6—½— 8	72	75	3	—	
40. Compensatory Allowance ..		11	21	10	—	40. Error in calculation
41. Servants and Orderlies ..		108	108	—	—	
42. Washerwoman		48	48	—	—	
43. Cook		54	54	—	—	
Total Personal Emoluments ..		18,341	18,806	4,063	3,598	

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(XII). *Education* (contd.)					
Total Personal Emoluments ..	18,341	18,806	4,063	3,598	
B. *Other Charges.*					
44. Transport and Travelling ..	270	320	50	—	
45. Lighting and Heating	96	96	—	—	
46. Contingencies	85	62	—	23	
47. Postage, Telegrams, and Telephones	70	70	—	—	
48. Rations—Boarding School ..	750	750	—	—	
49. Books and School Equipment ..	1,350	1,360	10	—	
50. Stores and Equipment—Arts and Crafts School	900	900	—	—	
51. Water	100	100	—	—	
52. Training School Fees	488	488	—	—	
Total Other Charges ..	4,109	4,146	60	23	
Total Education Department ..	22,450	22,952	4,123	3,621	Net Increase £P.502
(XIII). *Agriculture, Forests, and Veterinary.*					
A. *Personal Emoluments.*					
1. Director .. £P.38—2—46	528	552	24	—	
2. 1 Agricultural Assistant 21—1—25	264	282	18	—	
3. 1 Agricultural Assistant 17—½—20	216	222	6	—	
4. Clerk .. 9—½—12	132	129	—	3	
5. Clerk .. 6—½— 8	78	86	8	—	
6. Storekeeper .. 6—½— 8	—	72	72	—	6. New post
7. Compensatory Allowance ..	22	22	—	—	
8. Orderly	36	36	—	—	
Districts.					
9. 2 Forest Rangers £P.9	216	—	—	216	9. Vide Item 10
10. 3 Agricultural Officers 9—½—12	—	270	270	—	10. Two from Item 9. 1 new post
11. 3 Forest Guards 8	288	288	—	—	
12. 9 Forest Guards 5	540	—	—	540	12. Vide Item 13
13. 10 Forest Guards 5	—	570	570	—	13. One new post 1st October, 1930
14. 1 Overseer Experimental Station 7	84	84	—	—	
15. 4 Gardeners in charge Nurseries 6	288	288	—	—	
16. Revenue Collector (Amman) 5	60	60	—	—	
Veterinary.					
17. Chief Veterinary Officer 26—1—31	372	372	—	—	
18. Veterinary Officer 9—½—12	144	144	—	—	
19. Compensatory Allowance ..	8	4	—	4	
20. 1 Syce	36	36	—	—	
Total Personal Emoluments ..	3,312	3,517	968	763	
B. *Other Charges.*					
21. Transport and Travelling ..	650	750	100	—	
22. Lighting and Heating	30	40	10	—	
23. Contingencies	15	30	15	—	
24. Postage, Telegrams, and Telephones	85	100	15	—	
25. Clothing for Guards	44	55	11	—	25. Increase in Guards
26. Epidemic Measures	1,000	1,000	—	—	
27. Veterinary Stores and Equipment	30	50	20	—	
28. Experimental Stations ..	240	240	—	—	
29. Pruning and Afforestation ..	600	300	—	300	
30. Upkeep of Nurseries	150	216	66	—	
31. Casual Labour for Nurseries ..	250	350	100	—	
32. Anti-Locust Bureau	110	110	—	—	
33. Purchase of Books	—	25	25	—	
Total Other Charges ..	3,204	3,266	362	300	
Total Agriculture Department ..	6,516	6,783	1,330	1,063	Net Increase £P. 267

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(XIV). *Department of Antiquities.*					
A. *Personal Emoluments.*					
1. Director .. £P.32—1—37	167	384	217	—	
2. Inspector—Special	700	750	50	—	
3. Assistant Inspector 26—1—31	116	312	196	—	
4. Sub-Inspector 9—½—12	113	121	8	—	
5. Clerk .. 9—½—12	121	125	4	—	
6. Compensatory Allowance ..	30	25	—	5	
7. 1 Guard .. 6	72	—	—	72	7. See Item 8
8. 2 Guards .. 6	—	144	144	—	8. One from Item 7 and one new post
9. 1 Guard .. 4½	54	—	—	54	9. See Item 11
10. 2 Guards .. 5	120	—	—	120	
11. 3 Guards .. 5	—	180	180	—	11. Two from 10 and one from 9
12. Orderly .. 3	36	36	—	—	
Total Personal Emoluments ..	1,529	2,077	799	251	
B. *Other Charges.*					
13. Transport and Travelling ..	220	500	280	—	
14. Lighting and Heating	10	10	—	—	
15. Contingencies	5	5	—	—	
16. Clothing	30	30	—	—	
17. Postage, Telegrams, and Telephones	30	30	—	—	
18. Redemption	30	50	20	—	
19. Publications	25	100	75	—	
Total Other Charges ..	350	725	375	—	
Total Department of Antiquities	1,879	2,802	1,174	251	Net Increase £P.923
(XVI). *Public Works Department.*					
A. *Personal Emoluments.*					
1. Director .. £P.48—2—58	624	648	24	—	
2. 3 Technical Assistants 26—1—31	1,038	1,050	12	—	
3. Road Inspector 17—½—20	212	216	4	—	
4. 2 Draughtsmen 17—½—20	408	449	41	—	
5. 1 Works Foreman 13—½—16	—	78	78	—	5. New post from 1st October, 1930
6. Chief Clerk .. 17—½—20	189	207	18	—	
7. Accountant .. 13—½—16	168	174	6	—	
8. Storekeeper .. 9—½—12	138	144	6	—	
9. Clerk (Technical Section) 9—½—12	111	112	1	—	
10. 1 Clerk to Technical Assistant 9—½—12	—	108	108	—	10. New post
11. Assistant Storekeeper 9—½—12	108	111	3	—	
12. Assistant Accountant 9—½—12	102	111	9	—	
13. 2 General Clerks 6—½— 8	154	166	12	—	
14. Compensatory Allowance ..	55	30	—	25	
15. Mechanic for His Highness's Pump and Light Plant 15	—	180	180	—	15. Transferred from Head 1. Vide Memorandum
16. Driver	114	—	—	114	16. Abolished
17. Orderlies	72	72	—	—	
Total Personal Emoluments ..	3,493	3,856	502	139	
B. *Other Charges.*					
18. Transport and Travelling ..	700	700	—	—	
19. Lighting and Heating	15	15	—	—	
20. Contingencies	30	30	—	—	
21. Postage, Telegrams, and Telephones	32	43	11	—	
22. Drawing Materials	30	30	—	—	
23. Engineering Instruments ..	50	40	—	10	
24. Purchase of Technical Books ..	—	20	20	—	
Total Other Charges ..	857	878	31	10	
Total Public Works Department	4,350	4,734	533	149	Net Increase £P.384

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XVI A). *Public Works Recurrent.*	£P.	£P.	£P.	£P.	
1. Tools and Equipment, Village Roads	195	200	5	—	
2. Current Repairs to Government Buildings	1,500	1,700	200	—	
3. Minor New Works	600	700	100	—	
4. Tools and Equipment	250	250	—	—	
5. Rents	5,000	4,000	—	1,000	
6. Furniture for Government Offices	500	400	—	100	
7. Furniture for Government Schools	450	500	50	—	
8. Maintenance of Roads ..	11,000	11,100	100	—	
9. Maintenance of His Highness's Residence	150	200	50	—	
10. Minor New Works on His Highness's Residence	—	50	50	—	
11. Preliminary Surveys	45	40	—	5	
12. Freightage — Unallocated Stores	100	100	—	—	
13. Running and Maintenance of His Highness's Electric Light and Pump	—	300	300	—	
Total Public Works Recurrent	19,790	19,540	855	1,105	Net Decrease £P.250
(XVII). *Posts, Telegraphs and Telephones.*					
A. *Personal Emoluments.*					
1. Director .. £P.38—2—46	90	456	366	—	1. Duties done by Chief Accountant in 1929-30.
2. Inspector .. 21—1—25	—	256	256	—	2. 10 months only in 1929-30
3. Chief Clerk .. 9—½—12	137	—	—	137	3. Vide Item 4
4. Chief Clerk .. 13—½—16	—	150	150	—	4. Promotion from Item 3 on 1st October, 1930
5. Clerk and Typist 6—½— 8	—	72	72	—	
6. Compensatory Allowance ..	21	5	—	16	
7. Orderlies	72	36	—	36	7. Reduction of one
Accounts Section.					
8. Checking Clerk £P.13—½—16	192	—	—	192	8. To Item 9
9. Accountant .. 17—½—20	—	198	198	—	9. Promotion from Item 8 on 1st October, 1930
10. Cashier .. 13—½—16	135	159	24	—	
11. Accounts Clerk 13—½—16	—	158	158	—	
12. Assistant Checking Clerk 9—½—12	115	—	—	115	12. Vide Item 13
13. 2 Accounts Clerks 9—½—12	—	213	213	—	13. One from Item 12. One from Item 14
14. 3 Clerks .. 6—½— 8	247	—	—	247	14. One to Item 13 on promotion. Two to Item 15
15. 2 Accounts Clerks 6—½— 8	—	173	173	—	15. From Item 14
16. Compensatory Allowance ..	—	4	4	—	
17. Orderly	—	36	36	—	
Stores Section.					
18. 1 Stores Officer £P.9—½—12	—	108	108	—	18. New post
19. 1 Assistant Stores Officer 6—½— 8	86	96	10	—	
20. Compensatory Allowance ..	—	2	2	—	
Technical Section.					
21. Technical Officer £P.21—1—25	280	292	12	—	
22. Assistant Technical Officer 17—½—20	225	231	6	—	
23. Head Linesman 13—½—16	150	159	9	—	
24. 2 Linesmen .. 6—½— 8	—	144	144	—	24. New posts
25. 6 Linesmen .. 6	360	432	72	—	25. Error in calculation in 1929-30
26. 13 Linesmen 5	780	780	—	—	
27. Compensatory Allowance ..	10	—	—	10	
Personal Emoluments Carried Forward	2,900	4,160	2,013	753	

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XVII). *Posts, Telegraphs, and Telephones* (contd.)	£P.	£P.	£P.	£P.	
Personal Emoluments Brought Forward	2,900	4,160	2,013	753	
Amman Post Office.					
28. Postmaster .. £P.17—½—20	207	213	6	—	
29. Assistant Postmaster 9—½—12	144	124	—	20	
30. Supervisor (Telegraphs and Telephones) 9—½—12	144	—	—	144	30. Vide Item 31
31. Supervisor (Telegraphs and Telephones) 13—½—16	—	150	150	—	31. Promoted from Item 30 on 1st October, 1930
32. 3 Post and Telegraph Clerks 9—½—12	340	343	3	—	
33. 8 Post and Telegraph Clerks 6—½— 8	610	637	27	—	
34. 2 Travelling Postal Clerks 6—½— 8	192	192	—	—	
35. Compensatory Allowance ..	15	10	—	5	
36. 4 Postmen .. 4	192	192	—	—	
District Post Offices.					
37. 6 Postmasters £P.9—½—12	679	—	—	679	37. Vide Items 38 and 39
38. 3 Postmasters 13—½—16	—	450	450	—	38. Promoted from Item 37 on 1st October, 1930
39. 5 Postmasters 9—½—12	—	575	575	—	39. Three from Item 37. One new post relieving officer. One promoted from Item 40
40. 5 Postmasters 6—½— 8	406	—	—	406	40. Vide Items 39 and 42
41. 1 Postmaster 6—½— 8	48	—	—	—	41. Six months only. Included in Item 42
42. 5 Postmasters 6—½— 8	—	404	404	—	42. Four from Item 40. One from Item 41
43. 3 Post and Telegraph Clerks 6—½— 8	259	261	2	—	
44. 6 Postmen .. 3	216	—	—	216	44. Vide Item 45
45. 6 Postmen .. 4	—	252	252	—	45. From Item 44. Increase of pay 1st October, 1930
46. 5 Apprentices 3½	210	210	—	—	
47. Railway Services	84	—	—	84	
48. Compensatory Allowance ..	22	10	—	12	
Total Personal Emoluments ..	6,668	8,183	3,882	2,367	
B. *Other Charges.*					
49. Transport and Travelling ..	470	600	130	—	
50. Lighting and Heating	85	85	—	—	
51. Contingencies	15	32	17	—	
52. Clothing for Postmen	24	44	20	—	
53. Stores and Equipment ..	2,100	2,700	600	—	
54. Transport of Mail	800	1,000	200	—	
55. Labour	200	250	50	—	
56. Commission Postal Agents ..	40	40	—	—	
57. Hedjaz Railway for Ma'an Telegraph Line	225	231	6	—	
Total Other Charges ..	3,959	4,982	1,023	—	
Total Post, Telegraphs, and Telephones Departments	10,627	13,165	4,905	2,367	Net Increase £P.2,538

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XIX). *Department of Lands.*						
A. *Personal Emoluments.*		£P.	£P.	£P.	£P.	
1. Director—Special		1,000	1,000	—	—	
2. Chief Clerk ..	£P.17—½—20	240	240	—	—	
3. Clerk ..	13—½—16	156	162	6	—	
4. Clerk ..	9—½—12	132	138	6	—	
Surveys.						
5. Director of Survey—Special ..		600	620	20	—	
6. Valuer ..	£P.26—1—31	324	—	—	324	6. Vide Item 7
7. Chief Demarcation Officer	32—1—37	—	384	384	—	7. Promotion
8. Demarcation Officer	26—1—31	—	312	312	—	8. New post
9. Inspector ..	26—1—31	312	324	12	—	
10. 4 Surveyors ..	13—½—16	604	—	—	604	
11. 3 Surveyors ..	13—½—16	—	558	558	—	
12. 15 Surveyors	9—½—12	1,050	—	—	1,050	
13. 19 Surveyors	9—½—12	—	2,028	2,028	—	
14. 7 Students ..	6	126	—	—	126	14. Three months from 1st October, 1930
15. 30 Chainmen..	3	—	1,080	1,080	—	
16. Labourers		1,650	1,200	—	450	
17. Field Allowances		400	600	200	—	
18. Inspector of Valuation ..		45	—	—	45	
Land Registration.						
19. Director of Land Registry	£P.26—1—31	312	324	12	—	
20. 1 Land Registry Officer	17—½—20	240	240	—	—	
21. 3 Land Registry Officers	13—½—16	522	—	—	522	
22. 4 Land Registry Officers	13—½—16	—	702	702	—	
23. 4 Land Registry Officers	9—½—12	528	—	—	528	
24. 3 Land Registry Officers	9—½—12	—	420	420	—	
25. 4 Clerks ..	6—½— 8	228	—	—	228	
26. 2 Clerks ..	6—½— 8	—	186	186	—	
State Domains.						
27. Controller of State Domains	£P.26—1—31	372	372	—	—	
28. Assistant Controller		136	—	—	136	
General.						
29. Orderlies		120	144	24	—	
30. Compensatory Allowance ..		40	40	—	—	
Total Personal Emoluments ..		9,137	11,074	5,950	4,013	
B. *Other Charges.*						
31. Transport and Travelling ..		915	1,200	285	—	
32. Technical Equipment		350	350	—	—	
33. Tents and Camp Equipment ..		150	300	150	—	
34. Survey Marks		200	550	350	—	
35. Lighting and Heating		50	50	—	—	
36. Postage, Telegrams, and Telephones		30	30	—	—	
37. Contingencies		100	96	—	4	
38. Boots for Labourers		50	100	50	—	
39. Court Fees		75	—	—	75	
Total Other Charges ..		1,920	2,676	835	79	
Total Department of Lands ..		11,057	13,750	6,785	4,092	Net Increase £P.2,693

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XX). *Police and Prisons.*						
A. *Police.*						
Personal Emoluments.		£P.	£P.	£P.	£P.	
1. Commandant £P.800—50—1,050		1,050	1,050	—	—	
2. Expatriation Allowance ..		150	150	—	—	
3. Assistant Commandant ..	550—25—750	665	690	25	—	3. Increment
4. Expatriation Allowance ..		100	100	—	—	
5. Accountant ..	300—10—550	423	433	10	—	5. Increment
6. Expatriation Allowance ..		50	50	—	—	
7. Paymaster ..	17—½—20	234	—	—	234	
8. Paymaster ..	21—1—25	—	300	300	—	8. New Grading
9. 3 Investigation Officers	13—½—16	590	576	—	14	
10. 1 Armourer ..	8	96	96	—	—	
11. 5 Saddlers ..	6	360	360	—	—	
12. 1 W/T Mechanic	10	120	120	—	—	
13. 1 W/T Operator	8	96	96	—	—	
14. 1 W/T Operator	6	—	96	96	—	
15. 3 Linesmen ..	5	180	—	—	180	
16. 2 Linesmen ..	5	—	120	120	—	
17. 1 Telephone Inspector	10	120	—	—	120	
18. 2 Clerks ..	21—1—25	540	564	24	—	18. Increments
19. 5 Clerks ..	13—½—16	882	912	30	—	19. Increments
20. 5 Clerks ..	9—½—12	618	618	—	—	
21. 2 Clerks ..	6—½— 8	163	156	—	7	
22. 1 Power House Mechanic	12	144	144	—	—	
23. 1 Stores Officer	290—10—340 plus 40	350	—	—	350	23. Discharged
24. 1 Stores Officer	21—1—25	—	276	276	—	
25. 1 Qaim Assistant Commandant	26—1—31	372	—	—	372	
26. 1 Qaim Assistant Commandant	38—2—46	—	456	456	—	26. New Grading
27. 1 Qaid ..	21—1—25	288	—	—	288	
28. 1 Qaid ..	32—1—37	—	384	384	—	28. New Grading
29. 3 Wakil Qaids	21—1—25	756	—	—	756	
30. 3 Wakil Qaids	26—1—31	—	936	936	—	30. New Grading
31. 3 Rais ..	17—½—20	696	—	—	696	
32. 3 Rais ..	21—1—25	—	900	900	—	32. New Grading
33. 16 Mulazim Awal	13—½—16	3,068	—	—	3,068	
34. 16 Mulazim Awal	17—½—20	—	3,840	3,840	—	34. New Grading
35. 3 Mulazim Tani	13	468	—	—	468	
36. 3 Mulazim Tani	13—½—16	—	576	576	—	36. New Grading
37. 10 Wakils 1st Class	9—½—12	1,140	1,200	60	—	37. Increment
38. 10 Wakils 2nd Class	9	1,080	1,080	—	—	
39. 38 Naibs ..	7	3,192	3,192	—	—	
40. 61 Areefs ..	6	4,392	—	—	4,392	
41. 63 Areefs ..	6	—	4,464	4,464	—	41. See 43. From 1st October, 1930
42. 439 Jundi ..	5	26,340	—	—	26,340	
43. 458 Jundi ..	5	—	26,910	26,910	—	43. Instruction to increase by 30. From 1st October, 1930
44. 7 Jundi ..	2	168	—	—	168	
45. 17 Jundi ..	2	—	408	408	—	
46. 8 Amin Seria 1st Class	8½	816	816	—	—	
47. 9 Amin Seria 2nd Class	7½	810	810	—	—	
48. 2 Passport Inspectors	8	192	192	—	—	
49. 1 Clerk ..	6—½— 8	—	72	72	—	49. For Passport Section. Promulgation of Nationality and Passport Regulations
50. 1 English Teacher	8	96	96	—	—	
51. 1 Imam ..	5	—	60	60	—	
52. 1 Driver ..	10	—	120	120	—	
Personal Emoluments Carried Forward		50,805	53,419	40,067	37,453	

The regrading of Officers means an additional cost of £P.213

Head and Sub-head.		Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XX). *Police and Prisons* (contd.)		£P.	£P.	£P.	£P.	
Personal Emoluments Brought Forward		50,805	53,419	40,067	37,453	
Urban Police.						
53. 1 Wakil Qaid	£P.21—1—25	252	—	—	252	
54. 1 Wakil Qaid	26—1—31	—	312	312	—	54. New Grading
55. 1 Legal Adviser	17—½—20	222	—	—	222	
56. 1 Legal Adviser	21—1—25	—	276	276	—	56. New Grading
57. 1 Mofawad 1st Class	13—½—16	186	—	—	—	
58. 1 Mofawad 1st Class	13—½—16	—	192	192	—	58. New Grading
59. 10 Mofawad 2nd Class	8	960	960	—	—	
60. 9 Mofawad 3rd Class	7	756	756	—	—	
61. 75 Constables	6	5,400	—	—	5,400	
62. 83 Constables	6	—	5,688	5,688	—	62. See Item 43. From 1st October, 1930
63. 1 Traffic Inspector	290—10—340 plus 40	353	380	27	—	63. Previously underestimated
64. 1 Clerk ..	9—½—12	118	124	6	—	64. Increment
65. 1 Clerk ..	9—½—12	114	114	—	—	
66. Compensatory Allowance	..	1,300	1,000	—	300	
67. Personal Allowance ..	..	—	168	168	—	67. Items 34, 36 and 58. See Memorandum
Total Personal Emoluments ..		60,466	63,389	46,736	43,813	
Other Charges.						
68. Forage Allowance ..	..	10,799	10,799	—	—	
69. Clothing	..	6,000	6,250	250	—	69. Additional Personnel. Items 41, 43 and 42
70. Compensation for Loss of Animals		300	300	—	—	
71. Veterinary Stores ..	..	100	75	—	25	
72. Equipment	..	500	500	—	—	
73. Saddlery	..	700	700	—	—	
74. Hire of Transport ..	..	1,290	1,290	—	—	
75. Furniture	..	150	150	—	—	
76. Railway Transport ..	..	400	300	—	100	
77. Lighting and Heating ..	..	450	450	—	—	
78. Travelling Allowance ..	..	250	400	150	—	
79. Upkeep of Telephones ..	..	150	150	—	—	
80. Secret Service	..	350	300	—	50	
81. Contingencies	..	95	95	—	—	
82. Pension Contributions ..	..	468	468	—	—	
83. Purchase of Water ..	..	125	125	—	—	
84. Miscellaneous	..	100	125	25	—	84. Insufficient 1929-30
85. Cost of Living Allowance ..		181	181	—	—	
86. Servant, Lodgings, Fuel, and Light		1,536	—	—	1,536	86. Not required. Regrading of Officers
87. Photo and Finger Print Equipment		100	100	—	—	
88. Tentage	..	—	200	200	—	
89. Telegrams and Telephones ..		900	2,000	1,100	—	89. Telephone Charges. Underestimated by Treasury 1929-30
90. Insurance of Stores ..	..	60	60	—	—	
Total Other Charges	..	25,004	25,018	1,725	1,711	
Total Police ..	..	85,470	88,407	48,461	45,524	Net Increase £P.2,937
B. *Prisons.*						
Personal Emoluments.						
1. 1 Wakil Qaid	£P.21—1—25	252	—	—	252	
2. 1 Wakil Qaid	26—1—31	—	312	312	—	2. New Grading
3. 1 Mulazim Awal	13—½—16	192	—	—	192	
4. 1 Mulazim Awal	17—½—20	—	240	240	—	4. New Grading
5. 2 Amin Seria	8½	204	204	—	—	
6. 6 Warders 1st Class	8	576	576	—	—	
7. 6 Warders 2nd Class	7	420	420	—	—	
8. 1 Wardress ..	6	72	72	—	—	
9. 83 Prison Guards	5	4,980	4,980	—	—	
10. Compensatory Allowance	..	150	100	—	50	
11. Personal Allowance ..	..	—	6	6	—	11. Item 4. See Memorandum
Total Personal Emoluments (Prisons) Carried Forward		6,846	6,910	558	494	

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
(XX). *Police and Prisons* (contd.).	£P.	£P.	£P.	£P.	
Total Personal Emoluments (Prisons) Brought Forward	6,846	6,910	558	494	
Other Charges (Prisons).					
12. Clothing Prison Personnel	760	760	—	—	
13. Clothing Prisoners	700	700	—	—	
14. Prisoners' Rations	3,500	3,500	—	—	
15. Hire of Transport	150	150	—	—	
16. Furniture	50	50	—	—	
17. Equipment	200	200	—	—	
18. Lighting and Heating	150	150	—	—	
19. Railway Transport	150	125	—	25	
20. Contingencies	20	20	—	—	
21. Servant, Lodging, Fuel, and Light Allowance	96	—	—	96	21. Not required. Regrading of Officers
22. Horse Allowance	25	25	—	—	
23. Soap	100	100	—	—	
24. Telegrams and Telephones ..	50	50	—	—	
Total Other Charges (Prisons)	5,951	5,830	—	121	
Total Prisons	12,797	12,740	558	615	Net Decrease £P.57
C. *Intelligence.*					
Personal Emoluments.					
1. 1 Rais .. £P.17—½—20	170	—	—	170	
2. 1 Rais .. 21—1—25	—	300	300	—	2. New Grading
3. 2 Mulazim Tani 13—½—16	260	—	—	260	
4. 1 Mulazim Tani 13—½—16	—	192	192	—	4. New Grading
5. 1 Wakil 1st Class 9—½—12	—	108	108	—	
6. 1 Clerk .. 6—½— 8	60	72	12	—	
7. Personal Allowance	—	12	12	—	7. Item 4. See Memorandum
8. Special Allowance for Secretary, Beduin Control Board	—	36	36	—	
Total Personal Emoluments ..	490	720	660	430	
Other Charges (Intelligence).					
9. Servant, Lodging, Fuel, and Light	80	—	—	80	9. Not required. Regrading of Officers
10. Forage	42	69	27	—	
11. Hire of Transport	500	500	—	—	
12. Travelling Allowances	60	100	40	—	
Total Other Charges ..	682	669	67	80	
Total Intelligence	1,172	1,389	727	510	
D. *His Highness the Amir's Guard.*					
1. 1 Mulazim Tani £P.13—½—16	156	192	36	—	1. Vide covering Memorandum
2. 1 Naib	84	84	—	—	
3. 1 Areef	72	72	—	—	
4. 15 Junood	900	900	—	—	
5. 6 Mounted Guards	432	432	—	—	
6. Compensatory Allowance ..	38	38	—	—	
7. Allowances for Officers ..	73	73	—	—	
8. Personal Allowance	—	18	18	—	8. Item 1. See Memorandum
9. Clothing for Guard	151	151	—	—	
Total His Highness the Amir's Guard	1,906	1,960	54	—	Net Increase £P.54

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(XXI). *Miscellaneous.*					
1. Typewriters	250	250	—	—	
2. Safes	250	100	—	150	
3. Transport of Specie	150	130	—	20	
4. Agricultural Bank — Share of Tithes	3,500	3,500	—	—	
5. Commission to Stamp Vendors ..	25	25	—	—	
6. Stamp Dies and Printing of Stamps	150	150	—	—	
7. Share of Taxes due to Municipalities	1,400	1,600	200	—	
8. Pension Contributions to Palestine Government	1,100	1,000	—	100	
9. Grants and Subsidies to Shaikhs	658	158	—	500	
10. Printing and Stationery ..	3,000	3,000	—	—	
11. Sundries	1,474	760	—	714	
12. Crown Agents' Charges on Stores	150	150	—	—	
Total Miscellaneous	12,107	10,823	200	1,484	Net Decrease £P.1,284
(XXII). *British Resident.*					
A. *Personal Emoluments.*					
1. British Resident	1,600	1,600	—	—	
2. Assistant British Resident ..	863	888	25	—	
3. Superintendent	430	440	10	—	
4. Chief Clerk	368	378	10	—	
5. Clerk Grade II	280	280	—	—	
6. Clerk Grade III	198	198	—	—	
7. 2 Clerks Grade IV	303	305	2	—	
8. Compensatory Allowance ..	21	21	—	—	
9. Driver	180	180	—	—	
10. Qawas	84	84	—	—	
11. Orderly	48	48	—	—	
Total Personal Emoluments ..	4,375	4,422	47	—	
B. *Other Charges.*					
12. Entertainment Allowance ..	300	300	—	—	
13. Cost of Living Allowance ..	319	321	2	—	
14. Animal Allowance	60	60	—	—	
15. Transport	500	400	—	100	
16. Rents	341	367	26	—	
17. Lighting and Heating	20	20	—	—	
18. Contingencies	10	15	5	—	
19. Furniture	10	10	—	—	
20. Subsistence Allowance ..	60	100	40	—	
21. Medical	20	20	—	—	
22. Maintenance and Repairs ..	50	50	—	—	
23. Postage, Telegrams, and Telephones	90	200	110	—	
24. Printing and Stationery ..	60	60	—	—	
25. Relief	10	10	—	—	
26. Assisted Passages	45	75	30	—	
27. Pension Contributions	618	565	—	53	
Total Other Charges ..	2,513	2,573	213	153	
Total British Resident ..	6,888	6,995	260	153	Net Increase £P.107
(XXIII). *Audit*					
A. *Personal Emoluments.*					
1. Auditor ..	200	200	—	—	
2. Chief Examiner £P.576—24—696	576	600	24	—	2. Increment
3. 2 Clerks .. 288—12—360	612	633	21	—	3. Increments
4. 3 Clerks .. 180—12—276	576	612	36	—	4. Increments
5. 4 Clerks .. 108— 6—168	430	474	24	—	5. Increments
6. 5 Clerks .. 60— 6— 96	372	415	43	—	6. Increments
7. Compensatory Allowance ..	—	7	7	—	
8. Orderlies	36	60	24	—	
Total Personal Emoluments Carried Forward ..	2,822	3,001	179	—	

Head and Sub-head.	Approved Estimates, 1929-30.	Estimates, 1930-31.	Increase.	Decrease.	Remarks.
	£P.	£P.	£P.	£P.	
(XXIII). *Audit* (contd.)					
Personal Emoluments Brought Forward	2,822	3,001	179	—	
B. *Other Charges.*					
9. Transport and Travelling ..	400	480	80	—	
10. Lighting and Heating	10	10	—	—	
11. Contingencies	10	10	—	—	
12. Postage, Telegrams, and Telephones	20	28	8	—	
13. Share of Home Expenditure ..	51	51	—	—	
14. Cost of Living Allowance ..	132	115	—	17	
15. Purchase of Books	—	5	5	—	
Total Other Charges ..	623	699	93	17	
Total Audit	3,445	3,700	272	17	Net Increase £P.255
(XXIV). *Tribal Control Board.*					
A. *Personal Emoluments.*					
1. His Highness the Amir Shaker .. £P.70 p.m.	140	840	700	—	
2. Nominated Member	—	60	60	—	
Total Personal Emoluments ..	140	900	760	—	
B. *Other Charges.*					
3. Transport and Travelling ..	—	500	500	—	
Total Tribal Control Board ..	140	1,400	1,260	—	Net Increase £P.1,260
(XXV). *Trans-Jordan Frontier Force*	23,662	23,015	—	647	Net Decrease £P.647

Head and Sub-head.	Expenditure, 1930-31.	Remarks.
	£P.	
(XXVI). *Antiquities—Extraordinary.*		
1. Conservation of Antiquities	200	
(XXVII). *Trans-Jordan Frontier Force—Extraordinary*	823	
(XXVII A). *Trans-Jordan Frontier Force—Extraordinary*	857	
(XXVIII). *British Resident—Extraordinary* ..	—	

Head and Sub-head.	*Original Estimates.*	*Expenditure up to 30th September, 1929.*	*Estimated Further Expenditure to 31st March, 1930.*	*Estimated Expenditure, 1930-31.*
(XXIX). *Public Works—Extraordinary.*				
A. *Buildings.*	£P.	£P.	£P.	£P.
1. Extension of Remtha Custom House ..	250	—	—	250
2. Erecting Customs Shed—Jisr Mejamieh	250	—	—	250
3. Conversion of Main Hall in Irbid Boys' School into 3 Rooms	140	—	—	140
4. Central Prison, Amman	8,000	6,518	1,182	230
5. Stables—Police Barracks, Amman ..	2,240	—	—	1,120
6. Construction of Strong Room for Bande-rolles and Reserve Stock of Stamps	80	—	—	80
7. Extension of Arts and Crafts Schools ..	250	—	—	250
8. Erection of temporary Accommodation for a portion of General Post Office Staff, Amman	200	—	—	200
9. Sanitary Installation—His Highness's Residence	200	—	—	200
10. Construction of Police Post at El-Kasr (Kerak District)	500	—	—	500
B. *Roads.*				
11. Rebuilding Amman-Es Salt Road ..	20,000	2,210	2,290	3,000
12. Joining Es Salt-Rumeimin Road to Suweilih-Jerash Road	600	73	127	200
13. Culverts and Bridges, Irbid-Jisr Sheikh Hussein Road	300	—	—	125
14. Improvements, Ma'an-Aqaba Road ..	500	—	—	500
C. *General.*				
15. Overseers—Village Roads	—	—	—	490
16. Purchase of Water Cart for work on Metalling of Roads	600	—	—	600
Total Extraordinary				£P.8,135
(XXX). *Posts, Telegraphs and Telephones—Extraordinary.*				
1. Construction—Telegraph and Telephone Line Dhiban-Kerak-Tafileh-Ma'an	6,000	—	—	3,000
Total Extraordinary				£P.3,000
(XXXI). *Public Health—Extraordinary.*	—	—	—	—
(XXXII). *Anti-Locust Campaign.*	—	—	—	£P.2,000
(XXXIII). *Police and Prisons—Extraordinary.*				
775 Rifles at £P.4.954 .. £P.3,839				
375 Bayonets at £P.0.650 .. 243				
240,000 Rounds S.A.A. at £P.5.200 per 1,000 .. 1,247				
Armourer's Tools 200	5,530	—	—	£P.5,530

Enclosure 1 in No. 143.

Revised Estimates.

REVENUE.

Head of Revenue.	*Actuals, 1928-29.*	*Estimates approved by Lords Commissioners for 1929-30.*	*Revised Estimated Revenue, 1929-30.*	*Original Estimate, 1930-31.*	*Revised Estimate, 1930-31.*
	£P.	£P.	£P.	£P.	£P.
1. Customs and Excise	82,390	74,000	65,500	76,000	76,000
2. Licences, Taxes, &c. X1	118,583	140,560	127,641	146,040	134,440
3. Fees of Court or Office, &c.	24,102	25,320	25,720	27,370	27,370
4. Posts, Telegraphs, and Telephones ...	9,264	11,370	12,290	15,310	15,310
5. Revenue from Government Property X2	3,548	4,700	4,000	5,000	4,600
6. Interest	769	1,000	1,000	930	930
7. Miscellaneous	815	558	600	600	600
8. Sale of State Domains	440	450	700	800	800
9. Grant-in-Aid Trans-Jordan Frontier Force	27,644	24,012	24,012	24,695	24,695
10. Grant-in-Aid from His Majesty's Government	40,000	40,000	40,000	54,000	60,000
11. Reimbursement Anti-Locust Expenditure	—	5,000	5,500	—	—
	307,555	326,970	306,963	350,745	344,745

Head 1.—Revised estimated revenue from Customs and Excise for 1930-31 shows an increase of £P.2,000 as compared with the original estimate for 1929-30, and is £P.10,500 in excess of the revised estimated revenue for 1929-30.

During 1929-30 the revenue from Customs and Excise fell as the result of a general stagnation in trade due to the disturbances in Palestine.

An increased estimate under this head for 1930-31 is justified:—

(i) by the prospect of more settled conditions;

(ii) by an increase in the payments to be made by the Syrian Government under the revised Customs Agreement between Trans-Jordan and Syria (*vide* the correspondence terminating with the Secretary of State's telegram No. 11 of the 25th February, 1930*); and

(iii) by an increase in the estimated receipts from the Excise Duty on tobacco as the result of an increase in the duty.

Head 2.—*Licences, Taxes, &c.*—The revised estimated Revenue under this head for 1930-31 has been reduced by £P.11,600 as compared with the original estimate for that year, but is still some £P.7,000 in excess of the revised estimate for 1929-30. The reduction of £P.11,600 in the revised 1930-31 Estimates consists of £P.10,000 on the Tithe Revenue and £P.1,000 on House and Land Tax Revenue in anticipation of difficulty in the collection of taxes in certain areas owing to damage to the crops by locusts. The remaining £P.600 is on account of a proposed Tobacco Tax rejected by the Legislative Assembly.

The difference between the revised 1929-30 and revised 1930-31 Estimates is due to the fact that during 1929-30 collection of taxes was rendered extremely difficult during the latter part of 1929 owing to the fact that as the result of unsettled conditions in Palestine the people of Trans-Jordan were unable to dispose of their produce and were consequently unable to pay their taxes.

Head 3.—The increased estimate for 1930-31 as compared with 1929-30 is based on an anticipated revenue of approximately £P.1,000 from the registration of trade marks and increased receipts under passport fees on account of the issue of nationality certificates.

Head 4.—Estimated revenue for 1930-31 from Posts, Telegraphs, and Telephones has been increased by £P.4,000 as compared with the original Estimate for 1929-30. This increase is based partly on the increase which it has been possible to make in the revised 1929-30 Estimate and the proposed new issue of Trans-Jordan stamps which will yield not less than £P.3,000 in excess of the normal stamp revenue.

Head 5.—The revised estimated revenue for 1930-31 from Government property has been reduced by £P.400 as compared with the original estimate, but is still £P.600 in excess of the revised Estimate for 1929-30. The explanation given regarding Tithe and House and Land Tax under Head 2 above applies also to this item.

*

Expenditure.

Head of Expenditure.	*Actuals,* 1928-29.	*Estimates approved by Lords Commissioners for* 1929-30.	*Revised Estimate,* 1929-30.	*Original Estimate,* 1930-31.	*Revised Estimate,* 1930-31.
Recurrent.	£P.	£P.	£P.	£P.	£P.
1. Civil List	16,415	15,610	15,610	13,572	13,524
2. Public Debt	590	590	653	590	590
3. Legislature	164	3,616	3,466	4,220	4,076
4. Pensions and Gratuities	3,609	4,500	4,000	4,200	4,100
5. Chief Minister and Interior	5,004	4,834	4,734	4,528	3,824
6. District Administration	7,790	7,760	7,700	7,748	7,456
7. Legal Department	15,945	15,835	15,335	15,730	15,620
8. Sharia' Courts	3,091	3,636	3,536	3,812	3,812
9. Ministry of Finance	15,953	16,276	15,776	16,580	15,989
10. Customs and Excise	6,213	7,476	7,376	7,964	7,828
11. Public Health	10,967	11,099	10,949	11,428	11,328
11a. Ma'an Quarantine	13	133	33	133	115
12. Education	21,094	22,450	21,250	22,952	22,882
13. Agriculture, Forests, and Veterinary	8,090	6,516	6,116	6,783	6,525
14. Antiquities	1,984	1,879	1,829	2,802	2,621
15. Land Registry	3,308	—	—	—	—
16. Public Works Department	3,621	4,350	4,200	4,734	4,626
16a. Public Works Recurrent	20,039	19,790	19,500	19,540	16,890
17. Posts, Telegraphs and Telephones ...	9,117	10,627	10,127	13,165	12,591
18. Surveys	5,736	—	—	—	—
19. Department of Lands	—	11,057	10,957	13,750	13,614
20. Arab Legion—					
A. Police	98,662	85,470	84,470	88,407	87,927
B. Prisons		12,797	12,297	12,740	12,740
C. Intelligence		1,172	1,172	1,389	1,389
D. His Highness the Amir's Guard		—	—	1,960	1,960
21. Miscellaneous	11,959	12,107	11,800	10,823	10,038
22. British Resident	6,680	6,888	6,880	6,995	6,995
23. Audit Department	2,523	3,445	3,245	3,700	3,700
24. Tribal Control Board	—	140	140	1,400	1,400
25. Trans-Jordan Frontier Force (1/6th recurrent expenditure)	22,653	23,662	23,662	23,015	23,015
Total Recurrent Expenditure ...	301,220	313,715	306,813	324,660	317,175
Extraordinary.					
26. Antiquities Extraordinary	3,087	2,000	2,500	200	200
27. Trans-Jordan Frontier Force (1/6th Extraordinary Expenditure) ...	4,991	350	350	823	823
27a. Trans-Jordan Frontier Force (Special Expenditure)	—	—	—	857	857
28. British Resident Extraordinary ...	1,232	260	260	—	—
29. Public Works Extraordinary	5,360	9,215	8,200	8,135	5,395
30. Posts, Telegraphs, and Telephones Extraordinary	2,772	2,300	2,200	3,000	1,000
31. Public Health Extraordinary... ...	288	250	250	—	—
32. Anti-Locust Campaign	—	10,000	13,000	2,000	12,000
33. Police and Prisons Extraordinary ...	—	—	—	5,530	5,530
34. Nejd Arbitration	—	—	—	—	2,000
Total Extraordinary Expenditure	17,730	24,375	26,760	20,545	27,805
Total Expenditure	318,950	338,090	333,573	345,205	344,980

Summary Showing the Estimated Deficit at 31st March, 1931.

	£P.	£P.	£P.
Actual Surplus at 31st March, 1929			17,667
Actual Revenue from 1st April, 1929, to 31st January, 1930:—			
Ordinary	208,510		
Grant-in-Aid Trans-Jordan Frontier Force...	12,091		
Grant-in-Aid from His Majesty's Government	30,000		
Reimbursement Locust Expenditure	5,500	256,101	
Estimated Revenue from 1st February, 1930, to 31st March, 1930:—			
Ordinary	28,941		
Grant-in-Aid Trans-Jordan Frontier Force...	11,921		
Grant-in-Aid from His Majesty's Government	10,000	50,862	306,963
			324,630
Actual Expenditure 1st April, 1929, to 31st January, 1930:—			
Ordinary	235,166		
Extraordinary	20,893	256,059	
Estimated Expenditure 1st February, 1930, to 31st March, 1930:—			
Ordinary	71,647		
Extraordinary	5,867	77,514	333,573
Estimated deficit at 31st March, 1930			8,943
Estimated Expenditure 1st April, 1930, to 31st March, 1931:—			
Ordinary		317,175	
Extraordinary		27,805	344,980
			353,923
Estimated Revenue 1st April, 1930, to 31st March, 1931:—			
Ordinary		260,050	
Grant-in-Aid Trans-Jordan Frontier Force		24,695	
Grant-in-Aid from His Majesty's Government		60,000	344,745
Estimated deficit at 31st March, 1931			£P.9,178

Items Altered in 1930-31 Revision.

	Plus £P.	*Minus* £P.
I. *Civil List.*		
Items 2 and 3. Increase of Adviser's salary cancelled		36
Items 4 and 5. Increase of Secretary's salary cancelled		12
Net Saving Civil List ...		£P.48
III. *Legislature.*		
Item 7. Cancelled		8
Item 9. Transport and Travelling reduced to £P.120		130
Item 10. Lighting and Heating reduced to £P.10		6
Net Saving Legislature ...		£P.144
IV. *Pensions and Gratuities.*		
Provision reduced by		£P.100
V. *Chief Minister and Interior.*		
Item 7. 1 Clerk 13-16 (new post) Cancelled.		156
Item 9. 1 Clerk 9-12 (new post) Cancelled		108
Item 13. Transport and Travelling—		
Reduced Chief Minister's Car allowance from £P.540 to £P.300		290
Reduced Provision for Travelling to £P.50		
Item 17. Secret Service Funds reduced to £P.150		150
Net Saving Chief Minister ...		£P.704
VI. *District Administration.*		
Items 2—3—4. Cancelled 1 Mutessarrif (10months)		326
Item 6. Increased by 1 Kaimakam *vice* above (10 months)	210	
Items 8 and 9. Cancelled new post of Mudir £P 13—16		156
Item 20. Legal books reduced to £P.20		20
Net Saving District Administration	£P.292	
VII. *Legal.*		
Item 44. Transport and Travelling to £P.750		50
Item 48. Clothing reduced to £P.90		50
Item 51. Legal Books reduced to £P.40		10
Net Saving Legal		£P.110

		Plus £P.	*Minus* £P.
IX. *Ministry of Finance.*			
Items 13 to 16.	One post at £P.13—16 cancelled (10 months)		135
Items 21 to 23.	One post at £P.6—8 cancelled (10 months)		70
Item 24.	Reduced to £P.150		6
Item 30.	One post at £P.9—12 cancelled 10 months		120
Item 37.	Reduced to £P.1,350..		50
Item 41.	Reduced to £P.1,000...		100
Item 42.	Reduced to £P.1,400		100
Item 43.	Reduced to £P.40		10
	Net Saving Ministry of Finance		£P.591
X. *Customs and Excise.*			
Items 17—18—19.	New post at £P.9—12 from 1st October, 1930, only ...		54
Item 30.	Porters decreased to £P.330 from £P.400		70
Item 31.	Pay of one Watchman only to be increased	50	12
Item 33.	Transport and Travelling increased to £P.800	50	
Item 38.	Rewards, &c., increase to £P.350...		100
Item 39.	Decrease to £P.200		
		100	236
	Net Saving Customs and Excise		£P.136
XI. *Public Health Department.*			
Item 37.	Transport and Travelling reduced to £P.820		30
Item 41.	Clothing reduced to £P.127		10
Item 43.	Medical Stores, &c., reduced to £P.750		50
Item 46.	Vaccine, &c., reduced to £P.140		10
	Net Saving Public Health Department		£P.100
XIA. *Ma'an Quarantine.*			
Item 3.	Two Tamargies cancelled		£P.18
XII. *Education.*			
Item 44.	Transport and Travelling reduced to £P.300		20
Item 48.	Rations for Boarders to £P.720...		30
Item 49.	Books and School Equipment to £P.1,350		10
Item 51.	Water to £P.90		10
	Net Saving Education ...		£P.70
XIII. *Agriculture, Forests and Veterinary.*			
Items 12—13.	Cancel New Forest Guard		30
Item 22.	Lighting and Heating to £P.35		5
Item 25.	Clothing reduced to £P.48		7
Item 27.	Veterinary Stores and Equipment reduced to £P.45		5
Item 28.	Experimental Station to £P.220		20
Item 29.	Pruning and Afforestation reduced to £P.150		150
Item 30.	Upkeep of Nurseries to £P.200		16
Item 31.	Casual Labour—Nurseries to £P.330		20
Item 33.	Books, &c., to £P.20		5
	Net Saving Agriculture, Forests and Veterinary		£P.258
XIV. *Antiquities.*			
Item 2 should be £P.700 only			50
Items 7—8.	New Guard from 1st October, 1930, only		36
Item 13.	Transport and Travelling reduced to £P.460		40
Item 16.	Clothing reduced to £P.20		10
Item 18.	Redemption reduced to £P.30		20
Item 19.	Publications reduced to £P.75		25
	Net Saving Antiquities ...		£P.181
XVI. *Public Works Department.*			
Item 5.	Cancelled		78
Item 18.	Transport and Travelling reduced to £P.680		20
Item 20.	Contingencies reduced to £P.25		5
Item 24.	Technical Books reduced to £P.15...		5
	Net Saving Public Works Department		£P.108

		Plus £P.	*Minus* £P.
XVIA. *Public Works Recurrent.*			
Item 1.	Tools and Equipment—Village Roads reduced to £P.190 ...		10
Item 2.	Current repairs to buildings reduced to £P.1,500		200
Item 3.	Minor New Works to £P.600		100
Item 4.	Tools and Equipment to £P.240		10
Item 7.	Furniture for schools to £P.400		100
Item 8.	Maintenance of Roads to £P.9,000...		2,100
Item 9.	Maintenance Palace to £P.150		50
Item 10.	Minor New Works—Palace—Cancelled		50
Item 12.	Freightage unallocated stores to £P.70		30
	Net Saving Public Works Department Recurrent		£P.2,650
XVII. *Posts, Telegraphs and Telephones.*			
Item 49.	Transport and Travelling reduced to £P.550		50
Item 52.	Clothing reduced to £P.20		24
Item 53.	Stores and Equipment to £P.2,200...		500
	Net Saving Posts, Telegraphs, and Telephones		£P.574
XIX. *Department of Lands.*			
Item 8.	Regraded at £P.21-25		60
Item 8.	Two regraded at £P.17 and one at £P.15	30	
Item 31.	Transport and Travelling reduced to £P.1,100		100
Item 37.	Contingencies reduced to £P.90		6
	Net Saving Lands Department		£P.136
XX. *Police and Prisons.*			
Item 50 for 2 months only—80. Items 66-100. Item 69-100. Item 79-100. Item 88-100			£P.480
XXI. *Miscellaneous.*			
Item 2.	Safes reduced to £P.25		75
Item 3.	Transport of Specie to £P.120		10
Item 6.	Stamp Dies, &c., to £P.100		50
Item 10.	Printing and Stationery to £P.2,400		600
Item 12.	Crown Agents' Charges on Stores to £P.100		50
	Net Saving Miscellaneous ...		785
	Total Reduction on Recurrent Expenditure, £P.7,485		£P.7,485
EXTRAORDINARY.			
XXIX. *Public Works Extraordinary.*			
Item 1.	Extension Remthe Customs £P.200...		50
Item 3.	Alterations Irbid School cancelled...		140
Item 7.	Extension Arts and Crafts School cancelled		250
Item 9.	Sanitation—Palace—£P.100 only		100
Item 10.	Kasr Police Post, cancelled		500
Item 11.	Es-Salt Road reduced to £P.2,500...		500
Item 12.	Es-Salt, Rmeimin, &c., cancelled		200
Item 13.	Ma'an—Aqaba Road—£P.100 only...		400
Item 16.	Water Cart, cancelled...		600
	Net Saving Public Works Extraordinary		£P.2,740
XXX. *Posts, Telegraphs and Telephones Extraordinary.*			
Reduced to £P.1,000 only			£P.2,000
XXXII. *Anti-Locust Campaign.*			
Provision increased to £P.12,000		10,000	
	Increase	£P.10,000	
XXXIII. *Nejd Arbitration.*			
Provision ordered by Secretary of State		2,000	
	Increase	...£P.2,000	
	Net increase of Extraordinary Expenditure		£P.7,260

Enclosure 2 in No. 148.

A

SCHEDULE SHOWING THE CHANGES MADE BY THE LEGISLATIVE COUNCIL IN THE TRANS-JORDAN ESTIMATES OF EXPENDITURE 1930-31.

	Increase. £P.	Decrease. £P.
Head I—Civil List.		
His Highness the Amir Talal (new item)	1,000	
Net increase ...	1,000	
Head III—Legislature.		
Item 7—Compensatory allowance Cancelled		8
Item 9—Transport and travelling—reduced to £P120...		130
Item 10—Lighting and heating reduced to £P10 ...		6
Net decrease ...		144
Head V—Chief Minister and Interior.		
Item 7—1 Clerk at £13-16 per mensem in lieu of 2 ...		130
Item 9—2 Clerks at £9-12 per mensem in lieu of 3 ...		108
Item 13—Travelling and transport reduced to £P650 ...		130
Item 15—Contingencies reduced to £P10		3
Item 17—Secret Service Funds reduced to £P150 ...		150
Net decrease ...		521
Head VI—District Administration.		
Item 4—3 Mutesarrifs at £32-37 per mensem in lieu of 4	156	
Item 9—5 Mudirs at £13-16 in lieu of 4		320
Item 11—9 Clerks at £9-12 in lieu of 10		90
Item 13—3 Clerks at £6-8 in lieu of 4		60
Item 17—Lighting and heating reduced to £70 ...		8
Item 18—Contingencies reduced to £P25		5
Net decrease ...		327
Head VII—Legal Department.		
Item 8—Provision for President Court of Appeal £38-46	504	
Item 11—2 Members at £32-37 in lieu of 3		384
Item 18—Amended to read £384	204	60
Item 38—4 Magistrates at £17-20 in lieu of 3	72	
Item 40—5 Clerks at £P6-8 in lieu of 4	48	
Item 42—12 Process Servers at £4 in lieu of 11 ...		100
Item 44—Transport and travelling reduced to £700 ...		15
Item 45—Lighting and heating reduced to £75		5
Item 46—Contingencies—reduced to £35		50
Item 48—Clothing—Process Servers—reduced to £90...		10
Item 51—Legal books—reduced to £40		
Net increase ...	204	
Head VIII—Sharia Courts.		
Item 18—Contingencies reduced to £7		3
Net decrease ...		3

	Increase. £P.	Decrease. £P.
Head IX—Ministry of Finance.		
Item " Minister of Finance " inserted without provision for pay.		
Item 3—Chief Accountant at £38-46. Abolished ...		440
Item 15—Stores Clerk at £13-16 per mensem. Abolished		140
Item 23—Clerk at £6-8 per mensem. Abolished ...		75
Item 30—One Sub-Accountant at £9-12. Abolished ...		120
Item 37—Transport and travelling reduced to £1,300 ...		100
Item 41—Cost of tithe estimation reduced to £1,100 ...		100
Item 42—Cost of animal enumeration reduced to £1,400		100
Item 43—Cost of house and land tax registration reduced to £40		10
Net decrease ...		1,085
Head X—Customs and Excise.		
Item 7—Clerk at £6-8 per mensem. Abolished ...		72
Item 19—Provision for additional Customs Officer at £9-12 made from 1st October, 1930, only ...		54
Item 30—Provision for Porters reduced to £330 ...		70
Item 31—1 Watchman only to receive increase		12
Item 35—Contingencies reduced to £50		26
Net decrease ...		234
Head XI—Public Health Department.		
Item 23—Laboratory Assistant. Abolished		18
Item 37—Transport and Travelling. Reduced to £710		140
Item 42—Government patients in private hospitals. Cancelled		100
Item 43—Stores and equipment reduced to £750 ...		50
Item 46—Vaccine sera, &c., reduced to £120		30
Item 49—Diet of staff and patients reduced to £320 ...		80
Item 50—Subsidy to Es Salt Hospital. Cancelled ...		240
Net decrease ...		658
Head XIA—Ma'an Quarantine.		
Item 3—Two tamargies. Cancelled		18
Net decrease ...		18
Head XII—Education.		
New post of 1 additional Inspector at £26-31 (6 months)	156	
Item 9—1 Headmaster regraded at £26-31 in lieu of £21-25		6
Item 20—31 Village Schoolmasters in lieu of 30 (for 6 months)		36
Item 23—5 Headmistresses at £9-12 in lieu of 2 (6 months)		162
Item 28—Increased by £36 to provide orderlies for the 3 new schools, *vide* Item 23 above		36
Item 49—Books and equipment increased to £1,580 ...		220
Item 52—Training school fees. Increased to £618 ...		130
Net increase ...	746	

In addition to the preceding increases to Expenditure on Education the Legislative Council has inserted provision for the following for a Boarding School at Es Salt over and above the existing school at that place. Some of the items shown would

normally be shown under existing items of Education "Other Charges," and others under Public Works Recurrent and Public Works Extraordinary, but in order to show that total cost of the proposal they are all grouped together:—

		Increase. £P.	*Decrease.* £P.
4 Masters at £21-25 per mensem (for 6 months)		504	
1 Clerk and Accountant at £9-12 (6 months)		54	
1 Servant at £3 per mensem (6 months)		18	
1 Cook at £5 per mensem (6 months)		30	
1 Washerwoman at 4 per mensem (6 months)		24	
Food for Boarders (Item 48, Education)		400	
Blackboards (Item 49, Education)		16	
Benches ... £180 Chairs ... £8 Tables ... £12 Cupboards £20	(Item 7 Public Works Recurrent)	220	
Addition to School Building to accommodate 60 boarders	Public Works Extraordinary	2,000	
	Net increase ...	3,266	

Head XIII—Agriculture, Forests, and Veterinary.

The Legislative Council has made provision for an Agricultural School as detailed below. As regards classification the explanatory note on the Es Salt Boarding School applies.

	Increase. £P.	*Decrease.* £P.
Director and Headmaster at £32-37 for 6 months ...	192	
Agriculture Instructor at £26-31 for 6 months ...	156	
Dairy Instructor at £26-31 for 6 months	156	
Accountant and Storekeeper at £9-12 for 6 months ...	54	
Cook at £5 for 6 months	30	
3 Servants at £3 for 6 months	54	
Washerwoman at £4 for 6 months	24	
Food for pupils	200	
Equipment	400	
Construction of Building (Public Works Extraordinary) ...	1,500	
Net increase ...	2,766	

Head XIV—Antiquities.		
Item 2—Decreased to £700		50
Item 4—Sub-Inspector £9-12. Cancelled		121
Item 11—Two Guards at £5 in lieu of three		60
Item 13—Transport and travelling decreased to £220 ...		280
Item 19—Publications reduced to £25		75
Net decrease		586
Head XVI—Public Works Department.		
Item 5—Works Foreman £P13-16. Cancelled... ...		78
Item 18—Transport and travelling reduced to £600 ...		100
Item 20—Contingencies. Reduced to £10		20
Item 24—Technical books. Reduced to £15		5
Net decrease ...		203
Head XVI A.—Public Works Recurrent.		
Item 1—Tools and equipment—village roads, reduced to £190		10
Item 2—Current repairs to Government buildings reduced to £1,000		700
Item 3—Minor new works. Reduced to £500		200
Item 4—Tools and equipment. Reduced to £200 ...		50

	Increase. £P.	*Decrease.* £P.
Head XVI A.—Public Works Recurrent—(contd.)		
Item 8—Maintenance of Roads. Reduced to £9,000 ...		2,100
Item 9—Maintenance of His Highness's residence, reduced to £150		50
Item 10—Minor new works on His Highness's residence. Cancelled		50
Item 12—Freightage unallocated stores. Reduced to £70		30
Net decrease ...		3,190
Head XVII—Posts, Telegraphs, and Telephones.		
Item 2—Inspector at £21-25. Reduced to £17-20 ...		72
Item 5—Clerk and typist at £6-8. Cancelled		72
Items 8 and 9—Accountant. Promotion cancelled ...		6
Item 19—Assistant Stores Officer £6-8. Cancelled ...		80
Item 49—Transport and travelling. Reduced to £550 ...		50
Item 53—Stores and equipment. Reduced to £2,100 ...		600
Item 55—Labour. Reduced to £200		50
Net decrease ...		930
Head XIX—Department of Lands.		
Item 17—Field allowance. Cancelled		600
Item 22—3 Land Registry Officers at £13-16 in lieu of 4		156
Item 27—Controller of State Domains £26-31. Cancelled		310
Item 31—Transport and travelling. Reduced to £1,000		200
Item 32—Technical equipment. Reduced to £300 ...		50
Item 38—Boots for labourers. Reduced to £50... ...		50
Net decrease ...		1,366
Head XX—Police and Prisons.		
(*a*) Police.		
Item 8—Paymaster, £21-25. Reduced to £252 ...		48
Item 9—3 Investigation officers, £13-16. Cancelled ...		480
Item 20—3 Clerks at £9-12 in lieu of 5		216
Item 21—1 Clerk at £6-8 in lieu of 2		44
Item 46—7 Amin Seriya at £8½ in lieu of 8		102
Item 47—Amin Seriya at £7½ in lieu of 9	06	
Item 50—English teacher at £8. Cancelled		88
Item 66—Compensatory Allowance. Reduced to £900...		100
Item 69—Clothing. Reduced to £6,130		120
Item 73—Saddlery. Reduced to £500		200
Item 76—Railway transport. Reduced to £250 ...		50
Item 79—Upkeep of Telephones. Reduced to £50 ...		100
Item 80—Secret Service Funds. Reduced to £200 ...		100
Item 85—Cost-of-living allowance. Cancelled		181
Item 88—Tentage. Reduced to £100		100
Item 90—Insurance of stores. Reduced to £34 ...		26
Net decrease ...		1,865
(*b*) Prisons.		
Item 7—Amendment of error (to £504)	84	
Net increase ...	84	
(*c*) Intelligence.		
Item 8—Allowance to Secretary Beduin, Control Board. Cancelled		36
Net decrease ...		36

	Increase. £P.	Decrease. £P.
Head XXI—Miscellaneous.		
Item 2—Safes. Reduced to £25		75
Item 3—Transport of specie. Reduced to £120 ...		10
Item 6—Stamp dies, &c. Reduced to £100		50
Item 8—Pension contributions to Palestine Government. Cancelled		1,000
Item 10—Printing and Stationery Reduced to £2,400		600
Item 11—Sundries. Reduced to £360		400
Item 12—Crown Agents' charges on stores. Reduced to £100		50
Net decrease ...		2,185
Head XXIV—Tribal Control Board.		
Item 2—Nominated member. Increased to £120 ...	60	
Item 3—Transport and travelling. Reduced to £300...		200
Net decrease ...		140
Head XXIX—Public Works Extraordinary.		
(*a*) Buildings.		
Item 1—Extension of Remthe Customs House. Reduced to £200		50
Item 3—Alterations to Irbid School. Cancelled ...		140
Item 5—Stables, police barracks, Amman. Cancelled		1,120
Item 8—Temporary accommodation—G.P.O. Cancelled		200
Item 9—Sanitation—His Highness's residence. Reduced to £100		100
Item 10—Police post at El Kasr. Reduced to £200 ...		300
New item.—Repairs to Kerak school building	500	
(*b*) Roads.		500
Item 11—Amman-Es-Salt Road. Reduced to £2,500 ...		200
Item 12—Joining Es Salt-Rumeimin Road to Suweilih-Jerash Road. Cancelled		400
Item 14—Improvements Ma'an-Akaba Road. Reduced to £100		600
(*c*) Miscellaneous.		
Item 16—Purchase of Water Cart. Cancelled		3,610
Net decrease ...		3,000
Head XXX—Posts and Telegraphs Extraordinary.		
Item 16—Dhiban-Kerak-Tafileh-Ma'an Line. Cancelled...		5,000
Decrease		
Head XXXII—Anti-Locust Campaign.		
Provision increased to £12,000	10,000	
Increase	10,000	
Head XXXIV—Nejd Arbitration.		
Provision made for £1,000 only	1,000	
Increase	1,000	

Enclosure 3 in No. 148.

B

SCHEDULE SHOWING THE CHANGES IN THE TRANS-JORDAN ESTIMATES OF EXPENDITURE FOR 1930/31 WHICH ARE RECOMMENDED BY THE BRITISH RESIDENT.

	Increase. £P.	Decrease. £P.
HEAD I—CIVIL LIST.		
His Highness the Amir Talal	1,000	
Net Increase, Civil List £1,000.		
HEAD III—LEGISLATURE.		
Item 7—Compensatory Allowance. To be cancelled ...		8
Item 9—Transport and Travelling. To be reduced to £120		130
Item 10—Lighting and Heating. To be reduced to £10		6
Net Decrease, Legislature £144.		
HEAD IV—PENSIONS AND GRATUITIES.		
To be reduced by £100		100
Net Decrease, Pensions £100.		
HEAD V—CHIEF MINISTER AND INTERIOR.		
Item 7—1 Clerk at £13-16 in lieu of 2		130
Item 9—2 Clerks at £9-12 in lieu of 3		108
Item 13—Transport and Travelling. Reduced to £570...		210
Item 15—Contingencies. Reduced to £10		3
Item 17—Secret Service Funds. Reduced to £150 ...		150
Net Decrease, Chief Minister and Interior £601.		
HEAD VI—DISTRICT ADMINISTRATION.		
Item 1—1 Mutesarrif at £38-46. Cancelled		390
Item 11—9 Clerks at £9-12 in lieu of 10		90
Item 13—3 Clerks at £6-8 in lieu of 4		60
Item 17—Lighting and heating. Reduced to £70 ...		8
Item 18—Contingencies. Reduced to £25		5
Net Decrease, District Administration £553.		
HEAD VII—LEGAL DEPARTMENT.		
Item 18—To be amended to £384		60
Item 44—Transport and travelling. Reduced to £700 ...		100
Item 45—Lighting and heating. Reduced to £75 ...		15
Item 46—Contingencies. Reduced to £35		5
Item 48—Clothing. Reduced to £90		50
Item 51—Legal books. Reduced to £40...		10
Net Decrease, Legal Department £240.		
HEAD VIII—SHARIA COURTS.		
Item 18—Contingencies. Reduced to £7		3
Net Decrease, Sharia Courts £3.		
HEAD IX—MINISTRY OF FINANCE.		
Items 13 and 16—1 post at £13-16 to be cancelled ...		160
Item 23—Clerk at £6-8 to be cancelled		75
Item 30—1 Sub-Accountant at £9-12. Abolished ...		120
Item 37—Transport and travelling. Reduced to £1,300		100
Item 41—Cost of tithe estimation. Reduced to £1,100 ...		100
Item 42—Cost of animal enumeration. Reduced to £1,400		100
Item 43—Cost of House and Land Tax Registration to be omitted for the present year		50
Net Decrease, Finance Ministry £705.		

	Increase. £P.	Decrease. £P.
HEAD X—CUSTOMS AND EXCISE.		
Item 19—Provision for new Customs Officer at £9-12 for 6 months only		54
Item 30—Provision for porters to be £330 only		70
Item 31—1 Watchman only to receive increase		12
Item 33—Transport and travelling to be increased to £800	50	
Item 38—Rewards and gratuities to be increased to £350	50	
Item 39—Banderolles to be decreased to £200		100
Net Decrease, Customs and Excise £136.		
HEAD XI—PUBLIC HEALTH DEPARTMENT.		
Item 23—Laboratory Attendant. Cancelled		18
Item 37—Transport and travelling. Reduced to £750...		100
Item 41—Clothing. Reduced to £127		10
Item 46.—Vaccine Sera, &c. Reduced to £140... ...		10
Item 49—Diet, Staff and Patients. Reduced to £350 ...		50
Net Decrease, Public Health Department £188.		
HEAD XI A.—MA'AN QUARANTINE.		
Item 3—Two Tamargies. Cancelled		18
Net Decrease, Ma'an Quarantine £18.		
HEAD XII—EDUCATION.		
New post of one additional Inspector at £26-31 per mensem, to be inserted for 6 months	156	
Item 20—31 Village Schoolmasters at £6-8 in lieu of 30 (6 months)	36	
Item 23—5 Headmistresses at £9-12 in lieu of 2 (6 months)	162	
Item 28—To be increased by £36 to provide orderlies for 6 months for the three new schools (*vide* Item 23)	36	
Item 49—Books and equipment to be increased to £1,500	140	
Net Increase, Education £530.		
HEAD XIII—DEPARTMENT OF AGRICULTURE, FORESTS AND VETERINARY.		
Items 12-13—Additional Forest Guard to be cancelled...		30
Item 22—Lighting and heating to be reduced to £35 ...		5
Item 25—Clothing to be reduced to £48		7
Item 30—Upkeep of nurseries. Reduced to £200 ...		16
Item 31—Casual labour—nurseries to be reduced to £330		20
Item 33—Books, &c., to be reduced to £20		5
Net Decrease, Agriculture £83.		
HEAD XIV—ANTIQUITIES.		
Item 2—To be amended to £700...		50
Items 7-8—New guard to be appointed on 1st October, 1930, only		36
Item 11—Two Guards at £5 in lieu of 3		60
Item 13—Transport and travelling to be reduced to £460		40
Item 16—Clothing to be reduced to £20		10
Item 19—Publications to be reduced to £75		25
Net Decrease, Antiquities £221.		
HEAD XVI—PUBLIC WORKS DEPARTMENT.		
Item 5—1 Works Foreman at £13-16 to be cancelled...		78
Item 20—Contingencies to be reduced to £10		20
Item 24—Technical books to be reduced to £15		5
Net Decrease, Public Works Department £103.		

	Increase. £P.	Decrease. £P.
HEAD XVI A.—PUBLIC WORKS RECURRENT.		
Item 1—Tools and equipment, village roads, to be reduced to £190		10
Item 2—Current repairs to Government buildings to be reduced to £1,500		200
Item 3—Minor new works to be reduced to £600 ...		100
Item 4—Tools and equipment to be reduced to £200 ...		50
Item 8—Maintenance of roads to be reduced to £9,000		2,100
Item 10—Minor new works—His Highness's residence. Cancelled		50
Item 12—Freightage unallocated stores to be £50 ...		50
Net Decrease, Public Works Recurrent £2,560.		
HEAD XVII—POSTS, TELEGRAPHS, AND TELEPHONES		
Item 2—Post of Inspector to be regraded £17-20 in lieu of £21-25		72
Item 5—Clerk and Typist at £6-8 to be £96 in lieu of £72	24	
Item 19—Assistant Stores Officer at £6-8 to be abolished		72
Item 49—Transport and travelling to be reduced to £580		20
Item 51—Contingencies to be reduced to £22		10
Item 53—Stores and equipment to be reduced to £2,100		600
Item 55—Labour to be reduced to £200		50
Net Decrease, Posts, Telegraphs, and Telephones £800.		
HEAD XIX—DEPARTMENT OF LANDS.		
Item 8—Demarcation Officer, £26-31 to be regraded £21-25		60
Item 11—3 Surveyors at £13-16 to be reclassified as follows:—		
2 at £17-20	30	
1 at £13-16 (commencing £15)		
Item 22—3 Land Registry Officers £13-16 in lieu of 4 ...		156
Item 31—Transport and travelling to be reduced to £1,100		100
Net Decrease, Department of Lands £286.		
HEAD XX—POLICE AND PRISONS.		
(*a*) Police.		
Item 8—Provision for Paymaster at £21-25 to be £252		48
Item 9—3 Investigation Officers at £13-16 abolished...		480
Item 20—Three Clerks at £9-12 in lieu of 5		216
Item 21—1 Clerk at £6-8 in lieu of 2		44
Item 24—Provision for Stores Officer £21-25 to be £264		12
Item 46—7 Amin Seriya at £8½ in lieu of 8		102
Item 47—10 Amin Seriya at £7½ in lieu of 9	90	
Item 50—English teacher at £8. Cancelled		88
Item 66—Compensatory allowance to be reduced to £900		100
Item 69—Clothing to be reduced to £6,130		120
Item 76—Railway transport to be £250		50
Item 79—Upkeep of telephones to be reduced to £50 ...		100
Item 88—Tentage to be reduced to £100		100
Item 90—Insurance of stores to be £34		26
Net Decrease, Police £1,396.		
(*b*) Prisons.		
Item 7—Amendment of error (£504)	84	
Net Increase, Prisons £84.		
(*c*) Intelligence.		
Item 8—Allowance to Secretary, Beduin Control Board. Cancelled		36
Net Decrease, Intelligence £36.		

	Increase. £P.	Decrease. £P.
HEAD XXI—MISCELLANEOUS.		
Item 2—Safes to be reduced to £25		75
Item 3—Transport of Specie to be reduced to £120 ...		10
Item 6—Stamp dies, &c., to be reduced to £100 ...		50
Item 10—Printing and stationery to be reduced to £2,400		600
Item 12—Crown Agents charges on stores to be £100 ...		50
Net Decrease, Miscellaneous £785.		
Total reduction on recurrent expenditure £P7,344.		
EXTRAORDINARY.		
HEAD XXIX—PUBLIC WORKS EXTRAORDINARY.		
(*a*) Buildings.		50
Item 1—Extension of Remthe Customs House to be £200		140
Item 3—Alterations to Irbid School. Cancelled ...		250
Item 7—Extension Arts and Crafts School. Cancelled...		
Item 8—Temporary Accommodation—General Post Office. Cancelled		200 50
Item 9—Sanitation—His Highness's residence to be £150		500
Item 10—Police post at El Kasr to be cancelled		
(*b*) Roads.		500
Item 11—Amman-Es-Salt Road to be reduced to £2,500		200
Item 12—Es-Salt-Remeimin, &c., Road. Cancelled ...		
Item 14—Improvements to Ma'an-Aqaba Road. £100 only		400
(*c*) Miscellaneous.		600
Item 16—Purchase of Water Cart. Cancelled		
Net Decrease, Public Works Extraordinary £2,890.		
HEAD XXX—POSTS AND TELEGRAPHS EXTRAORDINARY.		
Item 1—Dhiban—Kerak Line to be reduced to £1,000		2,000
Net Decrease, Posts and Telegraphs Extraordinary £2,000.		
HEAD XXXII—ANTI-LOCUST CAMPAIGN.		
Provision increased to £17,000	15,000	
Net Increase, Locust Campaign £15,000.		
HEAD XXXIV—NEJD ARBITRATION.		
Provision ordered by the Secretary of State	2,000	
Net Increase, Nejd Arbitration £2,000.		

Enclosure 4 in No. 148.

C.

Expenditure.

ABSTRACT SHOWING THE ESTIMATED EXPENDITURE OF THE TRANS-JORDAN GOVERNMENT FOR 1930-31 BY HEADS AS NOW RECOMMENDED BY THE BRITISH RESIDENT, COMPARED WITH THE FORMER REVISED ESTIMATES.

Head of Expenditure.	*Revised Estimates previously submitted.* £P.	*Final Recommendations.* £P.
1. Civil List	13,524	14,572
2. Public Debts	590	590
3. Legislature	4,076	4,076
4. Pensions and Gratuities	4,100	4,100
5. Chief Minister and Interior	3,824	3,927
6. District Administration	7,456	7,195
7. Legal Department	15,620	15,490
8. Sharia Courts	3,812	3,809
9. Ministry of Finance	15,989	15,875
10. Customs and Excise	7,828	7,828
11. Public Health	11,328	11,240
11A. Ma'an Quarantine	115	115
12. Education	22,882	23,482
13. Agriculture, Forests and Veterinary	6,525	6,700
14. Antiquities	2,621	2,581
15. Land Registry	—	—
16. Public Works Department	4,626	4,631
16A. Public Works Recurrent	16,890	16,980
17. Posts, Telegraphs and Telephones...	12,591	12,365
18. Surveys	—	—
19. Department of Lands	13,614	13,464
20. Police and Prisons:—		
(a) Police	87,927	87,011
(b) Prisons	12,740	12,824
(c) Intelligence	1,389	1,353
(d) H.H. the Amir's Guard	1,960	1,960
21. Miscellaneous	10,038	10,038
22. British Resident	6,995	6 995
23. Audit Department	3,700	3,700
24. Tribal Control Board	1,400	1,400
25. Trans-Jordan Frontier Force (1/6th Recurrent Expenditure)	23,015	23,015
Total Recurrent Expenditure	317,175	317,316
Extraordinary.		
26. Antiquities—Extraordinary	200	200
27. Trans-Jordan Frontier Force (1/6th Estimated Expenditure)	823	823
27A. Trans-Jordan Frontier Force (Special Expenditure) ...	857	857
28. British Resident—Extraordinary	—	—
29. Public Works—Extraordinary	5,395	5,245
30. Posts, Telegraphs, and Telephones Extraordinary ...	1,000	1,000
32. Anti-Locust Campaign	12,000	17,000
33. Police and Prisons Extraordinary	5,530	5,530
34. Nejd Arbitration	2,000	2,000
Total Extraordinary Expenditure	27,805	32,655
Total Expenditure	£344,980	£349,971

C.

Revenue

ABSTRACT SHOWING THE LATEST ESTIMATE OF REVENUE OF THE TRANS-JORDAN GOVERNMENT FOR THE YEAR 1930-31 AS COMPARED WITH THE FORMER REVISED ESTIMATES.

Head of Revenue.	*Revised Estimates as previously submitted.*	*Further Revised Estimates.*
	£P.	£P.
(1) Customs and Excise	76,000	76,000
(2) Licences, Taxes, &c.	134,440	135,040
(3) Fees of Court or Office	27,370	27,370
(4) Posts, Telegraphs, and Telephones ...	15,310	15,310
(5) Revenue from Government Property ...	4,600	4,600
(6) Interest	930	930
(7) Miscellaneous	600	600
(8) Sale of State Domains	800	800
(9) Grant-in-Aid Trans-Jordan Frontier Force	24,695	24,695
(10) Grant-in-Aid from His Majesty's Government	60,000	74,000
(11) Reimbursement Anti-Locust Expenditure	—	—
Totals ...	£P344,745	£P359,345

(1) The increase of £P600 under Head 2 is on account of Animal Tax. The Enumeration figures which are now available justify this increase.

(2) The increase of £P14,000 under Head 10—Grant-in-Aid from His Majesty's Government—is based on His Excellency the High Commissioner's despatch No. 46 (Trans-Jordan of 12th April, 1930).*

Enclosure 5 in No. 148.

D

SUMMARY SHOWING THE ESTIMATED SURPLUS AT 31ST MARCH, 1931, ON THE BASIS OF THE REVISED RECOMMENDATIONS OF THE BRITISH RESIDENT REGARDING CHANGES IN THE TRANS-JORDAN ESTIMATES OF REVENUE AND EXPENDITURE FOR 1930-31.

	£P.	£P.	£P.
Actual Surplus at 31st March, 1929			17,667
Actual Revenue from 1st April, 1929, to 28th February, 1930:—			
Ordinary	218,378		
Grant-in-Aid Trans-Jordan Frontier Force	12,091		
Grant-in-Aid His Majesty's Government ...	33,000		
Reimbursement Locust Expenditure ...	5,500		
		268,969	
Estimated Revenue from 1st March, 1930, to 31st March, 1930:—			
Ordinary	19,800		
Grant-in-Aid Trans-Jordan Frontier Force	12,151		
Grant-in-Aid His Majesty's Government ...	7,000		
		38,951	
			307,920
			325,587

* No. 143.

	£P.	£P.	£P.
Actual Expenditure from 1st April, 1929, to 28th February, 1930:—			
Ordinary	257,031		
Extraordinary	22,020		
		279,051	
Estimated further Expenditure 1st March, 1930, to 31st March, 1930:—			
Ordinary	47,500		
Extraordinary	3,022		
		50,522	
			329,573
Estimated deficit at 31st March, 1930 ...			3,986
Estimated Expenditure from 1st April, 1930, to 31st March, 1931:—			
Ordinary		317,316	
		32,655	
			349,971
			353,957
Estimated Revenue from 1st April, 1930, to 31st March, 1931:—			
Ordinary		260,650	
Grant-in-Aid Trans-Jordan Frontier Force		24,695	
Grant-in-Aid His Majesty's Government...		74,000	
			359,345
Estimated Surplus at 31st March, 1931.			£P5,388

Enclosure 6 in No. 148.

MEMORANDUM ON THE FINAL RECOMMENDATIONS OF THE BRITISH RESIDENT REGARDING THE ESTIMATES OF EXPENDITURE OF THE TRANS-JORDAN GOVERNMENT FOR 1930/1931.

Head I—Civil List.

The Legislative Council has asked for the provision of £P1,000 per annum for the Amir's eldest son, Talal. I have repeatedly recommended that the Amir should be afforded some further assistance to meet his many financial obligations and fully endorse the Council's recommendation that this sum should be provided for the Amir's son.

It will be observed that, on further consideration, I have withdrawn my recommendation that the small increases of salary of the Adviser and Secretary should be cancelled.

Head III—Legislature.

The proposals of the Legislative Council and the final recommendations are the same and do not call for comment.

Head V—Chief Minister and Interior.

The final recommendations in Schedule B show a reduction of £P210 on Item 13 as compared with £P130 proposed by the Legislative Council. This has been done with the consent of the Chief Minister, whose car allowance has been reduced from £P540 to £P360, and not to £P300, as previously proposed.

Head VI—District Administration.

In the proposals submitted under His Excellency the High Commissioner's Despatch No. 46 (Trans-Jordan) of the 12th April, 1930,* one Mutesarriff at £P32-37 (Items 2, 3, and 4) was abolished and provision made for an additional Kaimakam at £21-25 (Item 6). Under Items 8 and 9 the number of Mudirs at £13-16 was reduced from four to three.

It is now recommended in agreement with the Chief Minister that one Mutesarriff at £38-46 (Item 1) should be abolished, and that by a reorganization of the districts

* No. 143.

the necessity for the additional Kaimakam be avoided. This, however, necessitates the retention of four posts of Mudirs at £13-16 as provided in the original draft Estimates.

Head VII—Legal Department.

The Legislative Council has made provision for changes in emoluments of the personnel under Items 8, 11, and 18, and for certain additional posts, and has at the same time reduced the provision on certain items of "Other Charges." The Judicial Adviser does not consider that the changes in emoluments which are made for personal reasons or that the proposed increases are necessary, but agrees to the reductions on "Other Charges."

Head IX—Ministry of Finance.

The only item which calls for comment is Item 3, Chief Accountant, which the Legislative Council has abolished. This is obviously unsound, and is not included in the final recommendations.

Head X—Customs and Excise.

The reductions proposed by the Legislative Council cannot all be accepted without impairing the efficiency of the Department.

Certain changes are, however, recommended which result in a net saving of £P136.

Head XI—Public Health Department.

The majority of the proposals made by the Legislative Council are unsound and unreasonable.

Item 50 (Subsidy to Es Salt Hospital) is particularly important. Es Salt is a large town and the centre of a district where there is much medical work to be done, and if the Government is forced to open a hospital there owing to the withdrawal of the Church Missionary Society as the result of lack of funds, it would cost far more than the amount of the present subsidy.

Such reductions as can reasonably be made have been included in the Schedule of recommendations.

Head XII—Education.

The proposals of the Legislative Council fall under two distinct categories:—

(*a*) Certain increases in existing schools and personnel, and

(*b*) The institution of a Boarding School at Es Salt.

(*a*) In the first category it will be seen that the following are recommended:—

(i) The appointment of an additional Inspector for six months. This is an obvious necessity, and the Director of Education of Palestine when advising on educational matters in Trans-Jordan has repeatedly emphasized the fact that one Inspector cannot exercise the proper amount of supervision over all the Government and private schools which exist in Trans-Jordan.

(ii) The provision for an extra village schoolmaster and three Head-mistresses for girls' schools is strongly recommended. The number of girls' schools is at present most inadequate.

(iii) The increase of £P140 for Books and Equipment which is shown in the recommendations represents what has now been ascertained to be the minimum requirements.

(*b*) The proposal that a Government Boarding School should be established at Es Salt is a sound one, but it is not possible to make the necessary provision of £3,266 in the Estimates for 1930/31, owing to lack of funds, and it is recommended that the question should be deferred without prejudice.

Head XIII—Agriculture, Forests, and Veterinary.

The proposals of the Legislative Council are limited to an increase of £2,766, which is made up entirely of provision for an Agricultural School. This proposal is sound in principle, but, as in the case of the Es Salt School, it is not possible to make the necessary provision in the Estimates for 1930/31.

In the Schedule of final recommendations certain minor savings are shown. These were not agreed to by the Legislative Council, but it is, nevertheless, considered that these reductions could and should be made.

Head XIV—Antiquities Department.

The reductions proposed by the Legislative Council cannot in all cases be accepted Such reductions as can reasonably be made have been included in the recommendations. It is regarded as essential that provision should remain for the Sub-Inspector (Item 4).

Head XVI—Public Works Department.

The only difference between the proposals of the Legislative Council and the final recommendations is under Item 18, Transport and Travelling. The proposed reduction cannot be agreed to, as the provision made is the lowest possible figure on which the Department can work.

Head XVI A—Public Works Recurrent.

The reductions made by the Legislative Council are in some cases too great. The Schedule of recommendations shows the absolute maximum of reduction which can reasonably be made.

The provision which remains is so obviously small that it is not necessary to submit any detailed justification for not accepting the full reduction made by the Legislative Council.

Head XVII—Posts, Telegraphs, and Telephones.

All the reductions in personnel made by the Legislative Council cannot be agreed to. The recommendations submitted represent the minimum requirements of the Department.

Head XIX—Department of Lands.

The proposals of the Legislative Council, which are not included in the final recommendations, are unreasonable, and would make it impossible for the Department to carry out its work. The attempt to cancel the post of the Controller of State Domains (Item 27) is again a matter of personal dislike of the present holder.

Head XX—Police and Prisons

With the exception of Item 9 the changes in the provision for Police and Prisons which are recommended in Schedule B have been agreed to by the Officer Commanding the Arab Legion.

As regards the three Investigation Officers under Item 9, the Officer Commanding the Arab Legion states that they cannot be dispensed with, but the Government and the Judicial Adviser are of the opinion that these posts are unnecessary, and it is definitely recommended that they should be abolished.

Item 85 is the Cost of Living Allowance of Seconded Palestine Officials, and cannot, of course, be cancelled.

Under Sub-Head C—Intelligence—the Legislative Council has cancelled the provision for an allowance for the Secretary of the Beduin Control Board. The Officer Commanding the Arab Legion does not agree to this, but there is, in fact, but small justification for the payment of this allowance. The official acting as secretary is the Chief Clerk of the Department of Police and Prisons, who is in receipt of £P21-25 a month, whereas the majority of Departmental Chief Clerks in the Trans-Jordan Government only receive £P17-20.

Head XXI—Miscellaneous.

The Legislative Council's proposal to cancel Pension Contributions to Palestine in respect of seconded officials is obviously unacceptable.

Similarly the reduction of £P400 under Item 11—Sundries—cannot be agreed to.

Head XXIV—Tribal Control Board.

The Legislative Council's proposal to provide a monthly salary of £P10 for a nominated member is not justifiable. The sum of £P60 already provided is based on the probable number of sittings.

The provision for Transport and Travelling should not be reduced below £P500.

Head XXIX—Public Works Extraordinary.

It is not advisable that the Legislative Council's proposal to cancel the provision under Item 5 for stables at the Amman Police Barracks should be accepted.

This forms part of a programme of work on the Central Police Barracks, and it is important that the work should continue.

The provision of £P300 for the Police Post at El Kasr is insufficient, and it is regarded as wiser to postpone the work till a more favourable year.

The new item of £P500 which the Legislative Council has inserted for the repair of Kerak School building is not recommended. It is desirable that repairs to this building should be carried out, but the matter is not sufficiently urgent to warrant the provision at a time when every possible economy is being made.

Head XXX—Posts, Telegraph, and Telephones, Extraordinary.

The Legislative Council has cancelled the provision for a new telegraph and telephone line to the South. It is not possible to leave the original provision of

£P3,000 in total, but it is most important that at least £P1,000 be provided so that some progress can be made with this important line.

Head XXXII—Anti-Locust Campaign.

The Legislative Council has agreed to the increase of the provision under this head from £P2,000 to £P12,000.

Since the Estimates were scrutinized by the Legislative Council it has become apparent that a further sum of approximately £P2,300 is required to meet liabilities in respect of the present campaign and a sum of £P2,700 for the purchase of material in preparation for the campaign which must be faced at the end of this year.

Provision for Anti-Locust Measures has consequently been increased to a total of £P17,000.

4. Sub-head F.—Aden.

Enclosure 3 in No. 169.

VOTE FOR COLONIAL AND MIDDLE EASTERN SERVICES.
ESTIMATES, 1930.

DETAILED ESTIMATE OF AMOUNT LIKELY TO BE REQUIRED UNDER SUB-HEAD F.—ADEN.

		Estimate 1930. £	*Estimate* 1929. £
A.—Contribution by His Majesty's Government in Great Britain to the Government of India in respect of the salaries, &c., of the Resident Staff and other divisible expenditure connected with the administration of Aden.			
1. (*a*) Civil Services in connexion with the Protectorate as distinct from the Settlement for which India remains responsible, including certain non-effective charges	(1)	5,500	5,838
	(2)		1,000 (2)
		150	150
(*b*) Upkeep of Residency ...		—	1,300
(*c*) Furniture for Residency ...			
2. (*a*) Contribution towards cost of the Permanent Police Force based on the cost of Temporary Armed Police Force...		8,000	—
(*b*) Contribution to Government of India on account of Temporary Armed Police ...	(3) (provisional)	10,000	7,500
Carried forward		23,650	15,788

(1) See Statement attached which is based on the best information available as regards expenditure. The allocations follow those shown in the statement enclosed in Colonial Office letter, of 9th October, 1929,* and include non-effective charges provided for separately in 1929 (*vide* (2)).

(3) £9,026 as per Resident's telegram, plus one-half of Superintendent's pay, allowances, &c., £824 = (say) £10,000.

The Resident has recommended the retention of the Indian Armed Police Section at full strength for 18 months whilst the normal Police Establishment is being completed and trained.†

The Resident has included £1,095 in his estimate of £9,026, as the cost of the additional reserve of 15 men which he considers necessary.

The contribution of £5,000 towards the cost of the reorganised police force has been approved in Treasury letter of 7th June, 1929, No. S. 31885/03/3,‡ and the further contribution of £3,000 in respect of cost of policing Kamaran in Treasury letter of 9th August, 1929, No. S. 32553.§

* No. 58 in Middle East No. 22. † No 267 in Middle East No 22. ‡ No. 77 in Middle East No. 29.
§ C 69297/29 [No 128]: notprinted.

		Details. £	*Estimate* 1930. £	*Estimate* 1929. £
Brought forward			23,650	15,788
B.—Expenditure in connection with the Protectorate for which His Majesty's Government in Great Britain is wholly responsible—				
(*a*) Protectorate Tribal Levies ...	(4)		15,500	14,500
(*b*) 2nd Assistant Resident and Protectorate Secretary.	(5)			
Pay, £800—25—£1,000 ...		1,000		
Local Allowance		100		
Conveyance Allowance ...		90		
			1,190	1,245
(*c*) Political Officer.	(6)			
Pay		900		
Aden Allowance		180		
Personal Allowance		180		
Consolidated Travelling Allowance		225		1,500
			1,485	1,485
(*d*) Pension contribution payable in respect of (*b*) and (*c*) ...	(7)		445	—
Carried forward			42,270	34,518

(4) Colonial Office letter, 23rd October, 1929.*

(5) Treasury, E. 19172/2, 23rd April, 1929,† and Treasury, E. 19172/2, 6th February, 1929.‡

(6) Treasury, E. 20798, 6th November, 1928.§ One Political Officer only provided for in 1930.

(7) Government of Palestine in respect of Mr. Champion £175 Based on Palestine emoluments.
Government of India in respect of Colonel Lake ... £270 25 per cent. of pay and personal allowance.
£445

		Details. £	*Estimate* 1930. £	*Estimate* 1929. £
Brought forward			42,270	34,518
(*e*) Leave Passages in respect of (*b*) and (*c*)	(8)		257	464
(*f*) Protectorate Chiefs.				
Darbar presents (provisional) ...	(9)	5,000		5,000
Entertainment (provisional) ...	(10)	5,000		5,000
Stipends (Rs. 53,628) ...	(11)	4,022		3,982
Allowance to Mohamed Ali Mohsin	(12)	36		—
Tribal armament (provisional)	(13)	1,200		
			15,258	—
(*g*) Expenses at Hodeidah in connexion with relations with the Idrisi of Asir and Imam of the Yemen	(14)		250	—
Carried forward			58,035	48,964

* No. 166. † C. 69279/29 [No. 9]: not printed. ‡ C. 69279/29 [No. 1]: not printed.
§ C. 59308/28 [No. 47]: not printed.

	£
(8) Mr. Champion due for leave April, 1930—1 return passage	124
Contribution towards wife's passage on second tour of service—half cost of return passage	62
Colonel Lake due for leave February, 1931—1 single passage	71
	£257

(9) Expenditure 1927/8, £5,054; 1928/9, £4,821.

(10) Expenditure 1927/8, £5,300; 1928/9 (excluding extraordinary expenditure), as to which see Treasury, S. 32316, 3rd November, 1928,* £5,330.

(11) Based on standing authorised list of stipends.

(12) Treasury, S. 32316, 18th April, 1929.†

(13) *Vide* Resident's telegram of 25th October, 1929.‡

	Rs.	a.	p.
(14) Pay of Establishment at Rs. 203 *per mensem*	2,436	0	0
House rent at Rs. 40 *per mensem*	480	0	0
Contingencies at Rs. 25 *per mensem*	300	0	0
	Rs. 3,216	0	0

at 1s. 6d. = £241
rounded up to £250

This £250 was previously provided under Sub-head F.1—Sundry Political Expenditure, as part of £550. The balance of £300 has been added to Secret Service (15). No provision is necessary for travelling expenses of Civil Administrator, Kamaran, also previously provided under Sub-head F.1.

	£	*Estimate* 1930. £	*Estimate* 1929. £
Brought forward		58,035	48,964
(*h*) Secret Service ... .(15)	600	500	200
(*i*) House for Protectorate Secretary(16)	—	—	2,625
(*j*) Travelling Allowance in respect of 2nd Assistant Resident ...(say)	60	150	135
(*k*) Miscellaneous contingent expenditure ... ...(17)	—	315	2,576
Total for Aden ...		£59,000	£54,500

(15) Expenditure 1927/8, £180; 1928/9, £175; 1929/30 (say) £200 plus £300, *vide* Note 14.

(16) It is anticipated that the expenditure on adaptation of house taken over from Royal Air Force will be incurred during 1929/30. (See Colonial Office letter, 3rd October, 1929.§)

(17) Includes Miscellaneous Arabian Expenditure, £250, previously provided under Sub-head F.1.—Sundry Political Expenditure

Colonial Office,
October, 1929.

* C. 59261/28 [No. 14]: not printed. † C. 69274/29 [No. 23]: not printed.
‡ No. 167. § C. 69279/29 [No. 23]: not printed.

ADEN.

STATEMENT "C," DIVISIBLE EXPENDITURE.

		Proportion of Political Charge.	*Total Expenditure (estimated).* Rs.	*Political Expenditure.* Rs.
1.	Pay of Resident	½	30,000	15,000
	Reservist	⅕	20,660	4,132
7.	Aide-de-Camp	½	6,800	3,400
8.	Assistant Resident, Perim.			
	Leave and pension @ 40 per cent. of salary	¼	3,600 1,440	900 360
	Passage @ Rs. 50/- *per mensem*...		600	150
10.	Civil Surgeon.			
	Leave and pension @ 25 per cent. of salary	⅕	7,800 1,950	1,560 390
11.	Superintendent, Office Establishment.		8,100	2,025
	Leave and pension @ 25 per cent. of pay	¼	2,025	506
12.	Residency Office	Nil	—	—
	Arabic Branch.			
	Leave and pension @ 1/6th of pay	Whole	7,800 (approx.) 1,300	7,800 1,300
	Confidential Section.			
	Leave and pension @ 1/6th of pay	¾	4,200 700	3,150 525
13A.	Treasury.			
	Leave and pension @ 1/6th of pay of clerks and 1/16th of pay of menials	1/35	13,260 1,820 (approx.)	378 52
	Leave salary	⅛	18,496	2,312
14.	Conveyance allowance	Divided in proportion of pay of the officials	—	—
15.	Travelling allowance of Political Officers		5,000	2,500(say)
	Sumptuary allowance of Resident ...	½	6,000	3,000
16.	Travelling. Residency and Treasury Establishments	⅓	8,840	2,946
17.	Passage concession, Residency and Treasury Establishments ...	⅓	(say) 5,000	1,667
18.	House rent of Superintendent ...	¼	360	90
	Confidential Clerk ...	¾	540	405
21.	Contract contingencies	¼	40,982	10,245
	Stenographer-Typist in Residency ...	½	3,720	1,860
	House rent allowance		360	180
	Leave and pension @ 1/6th of pay ...		620	310
10 per cent. margin for variations sanctioned in Treasury letter, S. 21238/02, 26th July, 1928*				6,714
				73,857
or @ 1s. 6d. to the Rupee = £5,539, or (say)				£5,500

NOTE —The expenditure in column 2 is based on actual rates where known otherwise the best available information has been taken largely based on Statement C in Colonial Office letter, 27th June, 1928.†

Colonial Office,
October, 1929.

* No. 49 in Middle East No. 22. † Enclosure in No. 48 in Middle East No. 22.

Enclosure 4 in No. 169.

COMPARISON OF RESIDENT'S SUGGESTED PROVISION (Nos. 5 AND 6) AND COLONIAL OFFICE CALCULATIONS.

	Head of Expenditure.	*Resident's Recommendations.* £	*Colonial Office Calculations.* £
1.	Civil Establishment Divisible	5,838	
	A 1 (*a*)		5,500
	A 1 (*b*)		150
2.	Wholly Political	2,882	
	B (*b*) and (*c*)		2,675
	(*d*) and (*e*)		702
3.	Services in Protectorate, including arms	13,657	
	B (*f*), (*h*) and (*j*)		15,908
4.	Hodeidah Mission	250	
	B (*g*)		250
5.	Temporary Armed Police, excluding Haslam and including reserve of 15	9,026	
	A 2 (*b*)		9,026
	Half Haslam's pay, &c. (say)		974
	Permanent Police—Contribution A 2 (*a*)		8,000
6.	Repairs to Champion's house	2,325	Nil
	B (*a*) Protectorate Levies		15,500
	B (*k*) Miscellaneous Contingent Expenditure ...		315
		£33,978	£59,000

Enclosure in No. 171.

ADEN (MIDDLE EASTERN SERVICES VOTE).

ESTIMATE OF THE AMOUNT REQUIRED IN THE YEAR ENDING 31ST MARCH, 1931, FOR POLITICAL SERVICES IN ADEN.

	1929-1930. *Amount.* £	1929-1930. *Total.* £	1930-1931. *Amount.* £	1930-1931. *Total.* £	*Observations.*
1. Contribution to the Government of India in respect of the salaries, &c., of the Resident, Staff, and other *divisible expenditure* in connexion with the Administration of Aden ...	5,838	5,838	5,838	5,838	*Vide* Statement "C" accompanying Colonial Office despatch No. 59 of 14th August, 1928.*
2. Maintenance of the Residency	150	150	—	—	

* C. 59274/28 [No. 25] : not printed.

	1929-1930. *Amount.* £	1929-1930. *Total.* £	1930-31. *Amount.* £	1930-31. *Total* £	*Observations.*
3. *Wholly Political.*					
(*a*) Protectorate Secretary.					
i. Pay	975		1,000		Authority Colonial Office despatch No. 13 of 29th April, 1929.*
ii. Aden Allowance...	180		100		Do.
iii. Conveyance Allowance	90		90		Authority Colonial Office despatch No. 36 of 30th August, 1929.†
iv. Additional travelling Allowance	135		40		Do.
v. Subsistence Allowance	—		20		Do.
vi. Passages... ...	348		147		Authority Colonial Office despatch No. 81 of 5th December, 1928.‡
		1,728		1,397	
(*b*) Political Officer.					
i. Pay	900		900		Authority Colonial Office despatch No. 80 of 5th December, 1928.§
ii. Aden Allowance...	180		180		Do.
iii. Personal Allowance	180		180		Do.
iv. Fixed Conveyance Allowance	225		225		Do.
v. Passages... ...	116		—		
		1,601		1,485	
(*c*) 2nd Political Officer	1,500		—	—	
		1,500			
(*d*) Protectorate Chiefs and Services.					Provision for 1929-30 was amended in accordance with my despatch No. 72 of 24th April, 1928.‖
i. Stipends... ...	4,127		3,857		
ii. Darbar Presents	5,000		5,000		
iii. Entertainment ...	5,000		3,000		
iv. Tribal Security (arms and ammunition) ...	—		1,200		
v. General Intelligence and Secret Service	750		600		
		14,877		13,657	
(*e*) Hodeidah Mission Establishment	250		250		
		250		250	
(*f*) Aden Armed Police	7,500		9,026		
		7,500		9,026	
Full Total ...		£33,444		£31,653	

* No. 115 in Middle East No. 22.
† C. 69279/29 [No. 17] : not printed.
‡ No. 113 in Middle East No. 22.
§ C. 59308/28 [No. 50] : not printed.
‖ C. 59261/28 [No. 6] : not printed.

Enclosure 2 in No. 172.

COMPARISON BETWEEN COLONIAL OFFICE ESTIMATE (No. 7) AND RESIDENT'S ESTIMATE (No. 9).

(1) Resident has not included:

	£		
A.2 (a)	8,000	Contribution to Reorganized Police Force	This is of course necessary.
A.1 (b)	150	"Upkeep of Residency"	This was meant to cover Colonial Office share (half) of any additional furniture, &c., and should be retained to provide a small margin on this sub-head for unforeseen expenditure.
B. (a)	15,500	Tribal Levies	Resident is not concerned with this.
(d)	445	Pension Contributions Champion and Lake	Resident has overlooked this liability.
(k)	315	Contingencies and rounding ..	A small margin, which might well be retained.
	£24,410		

(2) Items included both by Colonial Office and Resident:

	Colonial Office. £	*Resident.* £	*Remarks.*
A.1 (a) Divisible Expenditure ..	5,500	5,838	Resident has taken 1929 estimate. Colonial Office estimate based on latest information.
B. (b) 2nd Assistant Resident ..	1,190	1,190	—
(c) Political Officer ..	1,485	1,485	—
(c) Leave Passages	257	147	Resident has probably overlooked Lake's leave in 1931.
(f) Darbar Presents ..	5,000	5,000	—
Entertainment	5,000	3,000	We can accept Resident's figure and reduce our estimate by £2,000.
Stipends	4,058	3,857	Difference is small (£201), see (h).
Tribal Armament ..	1,200	1,200	See covering letter.
(g) Hodeidah	250	250	—
(h) Secret Service	500	600	Resident's excess over Colonial Office estimate of £100 is offset by Colonial Office excesses, over Resident's estimates above (f).
(j) Travelling, &c.— 2nd Assistant Resident ..	150	60	Small difference (£90) can be left as a margin for this uncertain factor.
A.2 (b) Armed Police.. ..	10,000	9,026	Resident has omitted half Haslane's pay.
	34,590	31,653	
Add (1) above	24,410	—	
Total Colonial Office Estimate ..	£59,000	£31,653	Total Resident's Estimate.

Enclosure 3 in No. 172.

PART III.

F.—ADEN.

Before 1st April, 1927, Aden was administered by the Government of India, but as from that date responsibility for the political and military administration of Aden was vested in His Majesty's Government in Great Britain. Military expenditure

other than on the local force is borne on Air Votes with a contribution from India. The provision of £57,000 represents:—

	1930. £	*1929.* £
I. Contributions by His Majesty's Government in Great Britain to the Government of India in respect of:—		
(*a*) Civil Services connected with the Protectorate (as distinct from the Settlement for which India remains responsible) including non-effective charges, &c. ...	5,650	8,288
(*b*) Reorganized Permanent Police Force	8,000	—
(*c*) Temporary Armed Police Force	10,000	7,500
II. Expenditure in connexion with the Protectorate for which His Majesty's Government in Great Britain is wholly responsible:—		
(*a*) Protectorate Tribal Levies	15,500	14,500
(*b*) Second Assistant Resident and Protectorate Secretary (£800—£25—£1,000 inclusive)*	1,190	1,245
Political Officer (£900 inclusive)†	1,485	2,985
Pension Contributions payable to parent Governments (£445) and cost of leave passages (£257)	702	464
(*c*) Expenditure on Protectorate Chiefs:—Darbar Presents (£5,000), Entertainment (£3,000), Stipends (£4,058), Arms and Ammunition (£1,200) ...	13,258	13,982
(*d*) Cost of mission at Hodeidah in connexion with relations with the Idrisi of Asir and the Imam of the Yemen, &c.	250	1,000‡
(*e*) Miscellaneous expenditure including secret service (£500), travelling expenses of Protectorate Secretary (£150), and contingencies (£315) ...	965	2,911
(*f*) *House for Protectorate Secretary*	—	2,625
	£57,000	£55,500

Enclosure 3 in No. 181

COMPARATIVE STATEMENT OF PROVISION MADE FOR ADEN PROTECTORATE LEVIES IN 1929 AND 1930.

		1929. £	1930. £	*Increase + or Decrease —* £
1.	Pay and Allowances of Personnel	6,000	7,250	+ 1,250
2.	Rations	2,000	2,050	+ 50
3	Clothing and Equipment (Net)	300	400	+ 100
4.	Fuel, Light, Water and Barrack Services, &c.	1,300	1,950	+ 650
5.	Forage and Veterinary Services	1,600	1,750	+ 150
6.	Arms and Ammunition	750	450	− 300
7.	Works Services	300	2,900	+ 2,600
8.	Medical and Hospital Services	2,200	500	− 1,700
9.	Miscellaneous	50	100	+ 50
10	Transport	—	900	+ 900
		£14,500	£18,250	+ £3,750

* Receives Local Allowance of £100 per annum and Conveyance Allowance £90 per annum.

† Receives Local Allowance £180 per annum, Personal Allowance £180 per annum, and Consolidated Travelling Allowance £225 per annum.

‡ Transferred from Sub-head F.1, 1929.

ESTABLISHMENT.

Personnel	1929. (6 *Platoons*) 1st *April to* 31st *August.*	(4 *Platoons*) 1st *September*, 1928, to 31st *March*, 1930.	1930. (6 *Platoons*).
British.			
Officers	2	2	3
Non-Commissioned Officers	2	2	2
Native.			
Officers	6	4	6
Other ranks	219	155	225
Followers	45	39	34
Animals.			
Horses	Not	Not	3
Camels	Stated.	Stated.	47

Note.—Reduction from 1st September, 1929, to 4 platoons was not effected.

III. CORRESPONDENCE.

'Iraq. *Nos.*

Sub-head D.1. Defence ... ... 7, 43-46, 48-50, 53.

Sub-head D.2. Boundary Commission ... ... 8, 10, 12, 13, 18.

Sub-head D.3. High Commissioner—Salaries and Expenses ... 8, 10 13, 20-22, 32, 33.

Sub-head D.4. Contribution to 'Iraq Government (Grant-in-Aid) 16, 19, 23-26, 30, 31, 34-42.

Sub-head D.5. Maintenance of 'Iraq Levies ... 9, 11, 14, 27-29, 50.

Sub-head D.6. 'Iraq Levies—Disability Compensation ... ... 9, 15, 17.

Sub-head D.7. British Officials' Compensation ... 8, 10, 13, 21, 22, 32.

Palestine and Trans-Jordan.

Sub-head E.1. Defence ... ... 43-52.

Sub-head E.2. Trans-Jordan Frontier Force (Grant-in-Aid) ... 54-131.

Sub-head E.3. Trans-Jordan Administration (Grant-in-Aid) ... 54, 132-157.

,, ,, ,, (1929) omitted from Middle East No. 29 ... ... 158-161.

Arabia.

Sub-head F. Aden ... ... 162-182.

Appropriations-in-Aid.

Sub-head L. ... ... 14, 27-29, 50-52, 176, 183.

Extra Receipts ... ... 184-194.

'IRAQ.

Sub-heads D. 2 to D 7.

C. 68199/29 [No. 57].

No. 7.

'IRAQ.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER.

[*Answered by No.* 23.]

(Secret.)

SIR, Downing Street, 26th September, 1929.

I HAVE the honour to refer to the late Sir Gilbert Clayton's despatch Secret D of the 17th June* and subsequent correspondence regarding the number of British Officers to be employed in the Iraq Army. A copy of that despatch was communicated to the Inspector-General of the Iraq Army, and I now enclose for your information copies of notes† prepared by him after further consideration, together with a copy of the reduced cadre† recommended by him.

2. The matter was fully discussed at a conference held on the 16th August, at which representatives of the Colonial Office, the Air Ministry, the Treasury and the War Office, together with the Inspector-General himself, were present. General Loch made it clear that the cadre suggested by him, viz.:—one of 32 British Officers, represented the maximum number which, in his opinion, the Iraq Government could be induced to employ; and that whilst he would have preferred a larger number if it could have been obtained, he considered that given a staff of 32 officers of the seniority and experience that could be obtained at the rates of pay proposed in his scheme, the progress of the Iraq Army not only need not be unduly retarded, but might even be advanced.

3. I am impressed by two general considerations in regard to this question. The first is that, for practical purposes, it is scarcely possible to force upon the Iraq Government a larger cadre than they are prepared to accept of their own free will. The second is that existing conditions, under which the establishment of British Officers in the Iraq Army continues to be maintained at a figure considerably below the nominal strength, can only be regarded as highly unsatisfactory. A smaller establishment, which would be effectively maintained in practice, would seem to be preferable on every ground to a larger cadre which is not so maintained, or the maintenance of which is a constant source of friction and dispute. In all the circumstances, I am of opinion that the time has arrived when the whole question of the number of British Officers to be employed in the Iraq Army should be taken up on broad lines with the Iraq Government.

4. I accordingly authorise you, subject to any further comments that you may have to offer, to negotiate with the Iraq Government on the basis of the scheme put forward by General Loch in June, 1928, as modified by the enclosed notes. It is, however, important that General Loch should not only nominate the posts in the Iraq Army to be filled by British Officers (within the cadre which it is now proposed to lay down) but should also nominate the officers to fill these posts.

You should satisfy yourself that the Iraq Government appreciate this position.

5. It should be understood that the revised scheme will in no way alter the relations of the Inspector-General with the Air Officer Commanding. These relations, therefore, will remain as defined in 1926.

6. With regard to the financial aspect of the question, you should proceed, in the first instance, on the assumption that the subsidy payable to the Iraq Government would be reduced in proportion to the reduction in the cost of the British Officers employed. If the Iraq Government demur to the reduction of the subsidy, you should endeavour, as a condition of its retention at the present figure, to induce them to employ so many more British Officers above the suggested cadre of 32 as will bring their total cost to a figure approximately equivalent to the amount of the subsidy.

7. I realise, of course, that this suggestion may be strongly resisted by the Iraq Government, and that it may be found necessary in the last resort to continue the subsidy at its present amount of 9 lakhs whilst at the same time agreeing to the reduction of the number of British Officers to 32; but this is a conclusion to which you should not definitely commit His Majesty's Government without further reference to me. If it is ultimately found necessary to make this concession, His Majesty's

* C. 68199/29 [No. 27]: not printed. † Enclosures in C. 68199/29 [No. 30A]: not printed.

Government feel that they must adopt some method of paying the subsidy in order to ensure that the present difficulties do not recur in the future. I should therefore be glad to be favoured with your observations on a suggestion which has been made that, in this event, payment of the subsidy should be made in the form of monthly instalments equal to one-twelfth of the estimated cost of the salaries of the full number of Officers to be employed, to be followed by a final instalment at the end of the year, making up a total for the year of 9 lakhs. This final instalment would be subject to the condition that there shall have been no default, so far as the Iraq Government is concerned, in giving employment to the full number of British Officers during the previous twelve months.

8. In paragraph 12 of your despatch you raise a point of some delicacy in regard to the position of British Officers in the Iraq Service. Your remarks under this head have been brought to the notice of the Army Council. They also formed the subject of discussion at the Inter-Departmental discussion of the 16th August, when General Loch expressed himself as generally satisfied with the degree of recognition, promotion, &c., accorded to Officers who had served in Iraq. I do not feel that I could usefully press the matter further.

9. I have to add that steps are being taken to select Officers for the posts enumerated (*a*) to (*f*) in your despatch No. 771 of the 6th August.*. On the recommendation of the Inspector-General, however, no steps have been taken to select an Officer for the post of Director of the School of Gunnery, as General Loch is of opinion that, in the event of the reduced cadre being adopted, immediate requirements could be met by the appointment to this post of one of the Officers already serving in the Iraq Army.

10. I shall be glad to be kept informed of the progress of your negotiations with the Iraq Government.

I have, &c.,

PASSFIELD.

C. 68516/29 [No. 1].

No. 8.

'IRAQ.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER.

(Sent 3 p.m., 10th October, 1929.)

TELEGRAM.

[*Answered by No.* 10.]

No. 301. TREASURY requires submission of Estimates for 1930 by 1st November. Telegraph by 25th October amount to be inserted for (*a*) High Commission, (*b*) British Officials' Compensation; (*c*) Boundary Commission.—PASSFIELD.

C. 68517/29 [No. 1].

No. 9.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 11.]

SIR, Downing Street, 14th October, 1929.

I AM directed by Lord Passfield to refer to Treasury Circular No. F. 11288 of the 1st October, regarding the preparation of the Civil Estimates for the year ending 31st March, 1931, and to request that the Air Council will be good enough to furnish, if possible by the 25th October, an estimate of the amount to be inserted in the Colonial and Middle Eastern Services Vote, 1930, in respect of:—

(*a*) maintenance of the 'Iraq Levies;

(*b*) 'Iraq Levies, disability compensation.

2. At the same time, Lord Passfield will be glad if an estimate can also be furnished of the amount which it is anticipated will be received in 1930 in respect of sale of buildings, stores, equipment, fines, &c., in connection with the 'Iraq Levy Force.

I am, &c.,

O. G. R. WILLIAMS.

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* C. 68073/29 [No. 39]: not printed.

C. 68516/29 [No. 2].

No. 10.

'IRAQ.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.51 a.m., 23rd October, 1929.)

TELEGRAM.

No. 370 of 23rd October. Your telegram No. 301.* Estimate of Expenditure for 1930-31 as follows:—(*a*) High Commission moiety, £24,630; (*b*) British Officials' Compensation, £250; (*c*) Boundary Commission suggest same amount as present year, £3,000.

Check total (*a*), (*b*), and (*c*), £27,880.

Detailed estimate for (*a*) will follow by next mail.

C. 68517/29 [No. 3].

No. 11.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 27.]

Air Ministry, London, W.C.2, 24th October, 1929.

SIR,

WITH reference to your letter of the 14th instant,† relative to the amount to be inserted in the Colonial and Middle Eastern Services Vote, 1930, in respect of the 'Iraq Levies, I am commanded by the Air Council to furnish the following reply for the information of Lord Passfield.

The Air Officer Commanding in 'Iraq has submitted detailed estimates of the cost of maintenance of the Levies for the financial year 1930, but it has not been possible to complete their examination in this Department. The total figures are:—

	£
Gross Estimate	193,000
Appropriations in Aid—Sales of stores, animals, clothing, &c. ...	3,500

A further communication will be addressed to you as soon as the examination of the details of the above estimates has been completed.

As regards your request for an estimate of the amount required for disability compensation, it is understood semi-officially that this estimate will be prepared by your Department in consultation with the War Office.

I am, &c.,
H. McANALLY.

C. 69172/29 [No. 4].

No. 12.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 18.]

Downing Street, 25th October, 1929.

SIR,

I AM directed by Lord Passfield to refer to Treasury letter (S.33691) of the 9th November, 1928,‡ in which the Lords Commissioners of His Majesty's Treasury sanctioned the insertion of a sum of £3,000 in the Estimates for Colonial and Middle Eastern Services, 1929, in respect of the 'Iraq-Syrian Boundary Delimitation Commission, which was subsequently reduced to £500, and to state, for Their Lordships' information, that Lord Passfield hopes it will be possible to come to an agreement on the question with the French Government in 1930.

2. He proposes, therefore, subject to Their Lordships' approval, to insert the sum of £3,000 in the Colonial and Middle Eastern Services Vote for 1930.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 8. † No. 9. ‡ No. 8 in Middle East No. 29.

C. 68516/29 [No. 3].

No. 13.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 21.]

Downing Street, 28th October, 1929.

SIR,

I AM directed by Lord Passfield to transmit herewith, to be laid before the Lords Commissioners of His Majesty's Treasury, a copy of a telegram* which has been received from the Acting High Commissioner for 'Iraq with regard to the provision to be made under Sub-heads D.2, D.3, and D.7 in the Estimates for Colonial and Middle Eastern Services, 1930.

2. Their Lordships will observe that the Acting High Commissioner estimates that £24,630 will be required under Sub-head D.3 for the moiety of the cost of the salaries and incidental expenses of the High Commissioner and his staff, and £250 under Sub-head D.7 for compensation to British Officials. Subject to Their Lordships' concurrence, therefore, these figures have been inserted provisionally in the draft estimates for the ensuing year, pending receipt of further details.

3. As regards the sum of £3,000 for the Boundary Commission (Sub-head D.2), I am to refer to Colonial Office letter of the 25th October, 1929,† in which Their Lordships' concurrence was invited in the insertion of this sum.

I am, &c.,
H. R. COWELL.

C. 68517/29 [No. 4].

No. 14.

COLONIAL OFFICE to TREASURY.

Downing Street, 28th October, 1929.

SIR,

I AM directed by Lord Passfield to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury, a copy of a letter* which has been received from the Air Ministry regarding the provision necessary to be made in the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, in respect of the 'Iraq Levies.

2. I am to state that pending the examination of the detailed estimates of the cost of the Force submitted by the Air Officer Commanding in 'Iraq, the sum of £193,000 is being inserted provisionally under Sub-head D.5.—Maintenance of 'Iraq Levies and £3,500 under Sub-head M.—Appropriations in Aid of the draft Estimate of the Vote for Colonial and Middle Eastern Services, 1930

I am, &c.,
O. G. R. WILLIAMS.

C. 68517/29 [No. 5].

No. 15.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 17.]

Downing Street, 29th October, 1929.

SIR,

I AM directed by Lord Passfield to refer to the correspondence ending with Sir R. V. Nind Hopkins' letter of the 3rd November, 1928, No. S. 23929,§ regarding the provision of the sum of £600 in the Estimate of the Vote for Colonial and Middle Eastern Services, 1929, to meet disability compensation and retired pay to British officers and other ranks lately serving with the 'Iraq Levies, and to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury, an estimate which has been prepared in the Colonial Office of the amount likely to be required for this service during the financial year 1930/31.

2. In the cases of Lieutenant Colonel Minet and Captain Tyrwhitt Drake the present awards do not extend over the whole of the year, but the Secretary of State

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* No. 10. † No. 12. ‡ No. 11. § No. 21 in Middle East No. 29.

is of the opinion that, in view of the nature of the disabilities of these officers, provision should be made to meet the possible liability for the full year on the basis of the present rates of the pensions. Lord Passfield also considers that a small provision is necessary for contingencies in order to meet any further cases which may arise during the year.

3. I am accordingly to request that Their Lordships may be moved to approve the estimate at the total of £500 and to say that this amount is being inserted under Sub-head D.6—'Iraq Levies, Disability Compensation, &c., of the draft Estimate of the Vote for Colonial and Middle Eastern Services, 1930.

I am, &c.,
O. G. R. WILLIAMS.

Enclosure in No. 15.

ESTIMATE OF AMOUNT REQUIRED TO MEET DISABILITY COMPENSATION AND RETIRED PAY TO BRITISH OFFICERS AND OTHER RANKS LATELY SERVING WITH THE 'IRAQ LEVIES.

	Estimate 1930. £ s. d.	*Estimate* 1929. £ s. d.	*Remarks.*
Retired pay of Lieutenant-Colonel E. C. T. Minet, D.S.O., M.C. ..	75 0 0	150 0 0	See Treasury letter 30th July, 1929. S. 23929 sanctioning award of £75 to 26th June, 1930
Sergeant C. Wyse, pension at rate of 16s. 3d. a week	43 0 0	43 0 0	Treasury S. 21718, 28th October, 1927, sanctions this award to 27th October, 1929. A separate communication is being addressed to the Treasury regarding the extension of the award for a further period of 2 years from 28th October, 1929.
Compassionate allowance to widow and child of the late Lieutenant J. E. Griffith £90			
Education allowance for child .. 34			
	149 0 0	149 0 0	Colonial Office letter, 9th November, 1925
Disability addition to retired pay of Captain T. Tyrwhitt Drake, M.C.	100 0 0	100 0 0	Sanctioned to 17th January, 1931—See Colonial Office letter 25th February, 1929.
Contingencies	133 0 0	158 0 0	
	£500 0 0	£600 0 0	

Colonial Office,
October, 1929.

C. 68199/29 [No. 66].

No. 16.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 19.]

Downing Street, 1st November, 1929.

SIR,

I AM directed by Lord Passfield to refer to Treasury letter S. 33286 of 10th August, 1929,* relative to the grant-in-aid for the 'Iraq army and to request you to inform the Lords Commissioners of His Majesty's Treasury that he has had under consideration the amount to be inserted for this service in the Estimate of the Vote for Colonial and Middle Eastern Services for 1930.

* C. 68199/29 [No. 37] : not printed.

2. This question, as Their Lordships will be aware, was considered in connection with the proposals for reducing the number of British Officers serving with the 'Iraq Army.

Pending the acceptance by the Government of 'Iraq of these proposals, Lord Passfield considers that a sum of 9 lakhs (£67,500) should be included provisionally as a grant-in-aid to the 'Iraq Government to assist in the maintenance of the 'Iraq Army, and I am accordingly to ask that Their Lordships may be moved to agree.

I am, &c.,
O. G. R. WILLIAMS.

C. 68517/29 [No. 6].

No. 17.

TREASURY to COLONIAL OFFICE.

(S. 23929.)

Treasury Chambers, 2nd November, 1929.

SIR,

IN reply to Mr. Williams' letter of the 29th October, 1929,* I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform Lord Passfield that They sanction the proposal to insert a sum of £500 in the draft estimate of the Vote for Colonial and Middle Eastern Services for the financial year 1930, to meet disability compensation and retired pay to British officers and men lately serving with the 'Iraq Levies.

I am, &c.,
G. C. UPCOTT.

C. 69172/29 [No. 12].

No. 18.

TREASURY to COLONIAL OFFICE.

(S.30505.)

Treasury Chambers, 6th November, 1929.

SIR,

IN reply to Mr. Williams' letter of the 25th October, 1929,† I am directed by the Lords Commissioners' of His Majesty's Treasury to request you to inform Lord Passfield that They approve his proposal to insert the sum of £3,000‡ in the draft 1930 Estimate for Colonial and Middle Eastern Services in respect of the 'Iraq-Syrian Boundary Commission. My Lords will consider later, in the light of the information then available, what amount They will be prepared to authorise for inclusion in the Estimate for this service.

I am, &c.,
R. V. NIND HOPKINS.

C. 68199/29 [No. 67].

No. 19.

TREASURY to COLONIAL OFFICE.

S. 33286/2.

Treasury Chambers, 9th November, 1929.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 1st November, 1929§ relative to the grant-in-aid for the 'Iraq Army.

In reply I am to request you to inform Lord Passfield that My Lords concur in his proposal to insert provisionally the sum of £67,500 (9 lakhs) for this grant-in-aid in the draft Estimate for 1930 for Colonial and Middle Eastern Services.

My Lords will consider later, in the light of the information then available, what provision in the Estimate for this grant-in-aid they will feel able to approve.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 15. † No. 12.

‡ Subsequently, as a result of semi-official correspondence (C. 79062/30 [No. 5]: not printed), the figure was fixed at £500.

§ No. 16.

C. 68516/29 [No. 4].

No. 20.

'IRAQ.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 9th November, 1929.)

[*Answered by No.* 33.]

(No. 1037.)

MY LORD, The Residency, Baghdad, 28th October, 1929.

I HAVE the honour to confirm the contents of my telegram No. 370 dated the 23rd of October, 1929,* in which I asked that provision should be made in the Imperial Estimates for a sum of £24,630, being the moiety of the estimated cost of the High Commission for the financial year beginning the 1st of April, 1930.

2. This represents a reduction of £270 on the amount provided in the present year's estimates and the total estimates have been reduced by a sum of Rs. 7,200. The value of the rupee has been taken throughout at the official rate of 18d.

3. I forward three copies of the detailed Estimates† showing the composition of the amount. Provision has been made for substantially the present authorised staff. A few adjustments in grading have been allowed for and are explained in the remarks column. Provision has been made for normal pay increments where these are admissible.

4. Explanatory notes are given of the differences between the amounts estimated for expenditure on Allowances and Services and those contained in the estimate for the current year. There are only two items of increased expenditure on which any particular comment is needed. It is necessary to make substantially increased provision for the maintenance of the Residency and the Secretariat buildings. Comparatively little has been spent on this service in the past and considerable repairs will be necessary to them during the coming year. Extra funds have also been asked for for the purchase of furniture and equipment for the Residency, which is still inadequate in quantity. The office furniture of the Secretariat is old and will require renovation during the coming year and provision has been made for this. The additional expense on these items, which are not normal maintenance charges, swallows up an amount of Rs. 12,500 which would otherwise have been available as savings. The other additional item of expenditure is the rental of the house for the Counsellor which is being taken on lease under the authority of your telegram No. 309 dated the 15th of October, 1929.‡ It will be expedient to make a further advance payment of rental during the next financial year, and provision has been inserted accordingly.

5. Provision has again been made under Article 67, "Mechanical Transport," for the continuance to certain members of the High Commission staff of the "house to office" conveyance allowance. The conditions under which the allowance has been paid in the past have not altered and I consider that it should continue to be paid to the officers fulfilling the conditions during the period covered by the estimates.

6. The amount of £250 asked for to meet possible payments to British Officers as compensation for the termination of their employment under the 'Iraq Government should suffice to cover all possible liabilities on this account. The operation of the rule that each year served on a short term contract reduces the amount of compensation admissible by one-fifth automatically reduces the annual financial obligation, which should disappear entirely in the following year.

I am, &c.,
HUBERT YOUNG,
Acting High Commissioner for 'Iraq.

C. 68516/29 [No. 5].

No. 21.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 22.]

(E. 7586/5.)

SIR, Treasury Chambers, 12th November, 1929.

WITH reference to Mr. Cowell's letter of the 28th ultimo,§ I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform the

* No. 10. † *See* page 12. ‡ C. 68512/29 [No. 2]: not printed. § No. 13.

Secretary of State for the Colonies that They sanction the insertion in the draft Estimate for Colonial and Middle Eastern Services, 1930, of provisional figures of £24,630 and £250 for 'Iraq High Commission and British Officials' Compensation respectively, pending the receipt of the detailed estimates for these services.

I am, &c.,
R. R. SCOTT.

C. 68516/29 [No. 6].

No. 22.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 32.]

SIR, Downing Street, 14th December, 1929.

I AM directed by Lord Passfield to refer to Sir Russell Scott's letter of the 12th November, No. E. 7586/5,* regarding provision for certain services in the draft Estimate for Colonial and Middle Eastern Services, 1930, and to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury, a copy of a despatch† which has been received from the Acting High Commissioner for 'Iraq enclosing a detailed Estimate of the Salaries and Expenses of his staff for the year 1930.

2. The details of the Estimate have been examined in this Office and the rates of pay have been checked as far as possible and found to be correct. As regards the amount provided under Item 12 to cover possible overlap in changes of the personal staff consequent upon the appointment of a new High Commissioner, the present Aide-de-Camp has intimated that he is willing to continue in his post at any rate until next May, by which time he will have earned approximately 73 days' leave. If a new Aide-de-Camp is then appointed and takes up his duties during this period of leave, the cost of the overlap is estimated at Rs. 1,440, so that the provision of Rs. 2,000 is not unreasonable and the Secretary of State recommends that it be allowed to stand.

3. Under the subordinate establishment provision has been made for up-grading the posts of Consular Clerk (Item 20), Librarian, and Draftsman (Item 24), but Their Lordships' prior sanction will be sought before any changes are approved by the Secretary of State.

4. A net increase of approximately Rs. 10,000 is shown under Vote 2—Allowances and Services. This is mainly due to the increases which have been made under Item 65—Rent for quarters of staff (Rs. 6,950) and Items 59, 69, and 72—Maintenance of Residency, &c. (Rs. 12,500). As regard Item 65, I am to explain that the house previously occupied by the Counsellor has been taken over by the Financial Secretary, who formerly shared a house with other officers, and it therefore became necessary to obtain alternative accommodation for the new Counsellor. Arrangements were accordingly concluded to lease a house for a period of three years at an annual rental of Rs. 7,500, and payment of two years' rent in advance. This advance will be met from the current year's provision. In the concluding sentence of paragraph 4 of Major Young's despatch, he states that it will be expedient to make a further advance payment of rent during 1930, and provision has been made accordingly. Lord Passfield does not at the moment understand why such a course should be necessary, and he proposes to make further inquiries in regard to this matter on receipt of Their Lordships' reply to this letter. The usual rental contribution will be payable by the Counsellor during occupation of Government quarters.

5. Major Young also explains in paragraph 4 of his despatch the reason for the increased provision for maintenance of the Residency and, in the circumstances, Lord Passfield recommends that the increased amount required be allowed to stand.

6. No account has been taken under Item 74 of the pension contribution which is payable to Air Votes in respect of the present Aide-de-Camp, as to which reference is invited to Colonial Office letter of the 20th April,‡ and Sir R. Scott's reply of the 30th April last, No. E. 7586/5.§ The amount required for this item is uncertain, and the Secretary of State proposes that any liability which may arise during the year should be met from savings on other heads of the Estimate.

7. With reference to paragraph 5 of the Acting High Commissioner's despatch, I am to invite attention to paragraph 5 of the letter from this Office of the 14th

* No. 21. † No. 20. ‡ C.R. 35592 [No. 2]: not printed. § C.R. 35592 [No. 6]: not printed.

December, 1928,* and to say that, subject to Their Lordships' concurrence, he proposes to sanction the continuance of the house to office conveyance allowance to members of the High Commission staff during 1930.

8. The total amount estimated to be required during the year is Rs. 6,56,800, or £49,260, converted at the rate of 1s. 6d. to the rupee, which shows a net saving of £540 in the Estimate for the current year. This saving would have been greater but for the special expenditure necessary in connexion with the Residency to which reference has been made above. The Secretary of State is satisfied that, on the whole, the Estimate is not unreasonable, and he therefore desires to recommend that a sum of £24,600 should be provided under Sub-head D.3 of the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, for this service.

9. As regards the amount required to meet possible payments to British officers of the 'Iraq Government as compensation for the termination of their employment, I am to request that Their Lordships may be moved, in view of paragraph 6 of Major Young's despatch, to sanction the final insertion of the sum of £250 for this service under Sub-head D.7 of the Estimate of the Vote for Colonial and Middle Eastern Services, 1930.

I am, &c.,
O. G. R. WILLIAMS.

C. 78199/30 [No. 1].

No. 23.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 6.20 p.m., 14th January, 1930.)

TELEGRAM.

[*Answered by No.* 31.]

(Paraphrase.)

No. 36. 14TH JANUARY. Reference your Secret despatch of 26th September last.† It was thought better as a matter of procedure that Loch's scheme should be discussed in the first place between the Inspector-General and Minister of Defence in view of the fact that it had not previously been seen by 'Iraq Government. In November the Inspector-General reported that Nuri preferred to defer decision until the whole question of future of army had been settled in the light of 'Iraq's possible entry into the League of Nations in 1932. I found when I arrived that negotiations between General Loch and the Minister of Defence had been taking the form of long letters and that no progress was being made. A Cabinet Committee of which Yasin was virtually President had been appointed which was taking the line that no more than 20 British Officers were required. I was consulted by the Prime Minister and I asked him to hold up Report of the Committee and to preside over a fresh Committee and hear the views of Loch who would give the arguments for the retention of such officers as he considered necessary. General Loch asked for 30 officers with two as reserve, that is 32 officers in all. This included three posts which he agrees are unnecessary at the moment. The new Committee are prepared to accept 26 officers as a minimum with certain appointments fluid and at the same time permit the normal expiry of contracts of certain officers who will not be replaced. This means that until the end of the year 1931 the numbers will fluctuate between 31 and 28 finishing ? at 29.

General Loch recommends that this proposal be accepted. The Air Officer Commanding would have preferred 32 but he feels that it is better to reach agreement on a smaller number than to try by protracted negotiations of which ultimate success is very problematical to force through the full total. In the present conditions I do not think we shall get better terms and I feel that it would be wise to clinch this question at once and avoid further haggling. I shall be glad to receive instructions by telegram as to whether I am authorised to accept and if so whether I can give an undertaking that so far as His Majesty's present Government are concerned the subsidy will be paid until the end of 1931 on the basis of cost of British Officers employed which would show an anticipated reduction of about a lakh on the present subsidy allowing for revised scales of pay.

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* No. 9 in Middle East No. 29. † No. 7.

C. 78199/30 [No. 4].

No. 24.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 25.]

SIR, Downing Street, 18th January, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department of the 16th of January,* with which was forwarded a copy of a telegram† from the High Commissioner for 'Iraq, on the subject of the number of British Officers to be employed with the 'Iraq Army and to request that His Lordship may be furnished with the Air Council's observations thereon.

2. Whilst he would regret the further reduction in the number of British Officers to be employed in the 'Iraq Army as indicated in the Report of the 'Iraq Cabinet Committee, Lord Passfield is inclined to think that the proposals contained in the High Commissioner's telegram represent the best terms that it would be possible to induce the 'Iraq Government to accept and, subject to the concurrence of the Air Council, His Lordship proposes to authorize Sir F. Humphrys to accept the proposal, it being understood that the subsidy will be based on the cost to the 'Iraq Government of the British Officers actually employed.

3. I am to ask for the favour of a very early reply.

I am, &c.,
J. E. STEPHENSON.

C. 78199/30 [No. 9].

No. 25.

AIR MINISTRY to COLONIAL OFFICE.

(S. 28302/S. 6.)
(Secret.)

SIR, Air Ministry, London, W.C.2, 24th January, 1930.

I AM commanded by the Air Council to refer to Colonial Office letter of the 18th January,‡ on the subject of the number of officers to be employed with the 'Iraq Army, and to acquaint you, for the information of the Secretary of State for the Colonies, that they feel that they have no alternative but to agree to the proposal contained in the telegram No. 36† from the High Commissioner for 'Iraq on the understanding that the subsidy will in future be based strictly on the cost to the 'Iraq Government of the British Officers actually employed.

I am, &c.,
J. A. WEBSTER.

C. 78199/30 [No. 10].

No. 26.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 30.]

SIR, Downing Street, 1st February, 1930.

WITH reference to the letter from this Department of the 30th January,§ I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasurer, copies of correspondence‖ with the Air Ministry regarding the number of British Officers to be employed in the 'Iraq Army.

2. Their Lordships will recollect that, in accordance with the decision reached at the Conference which was held at the Colonial Office in August last, the High Commissioner for 'Iraq was authorized to negotiate with the 'Iraq Government on the basis of the scheme drawn up by the Inspector-General of the 'Iraq Army under which 32 British Officers were to be employed in the 'Iraq Army. It will be observed from the High Commissioner's telegram No. 36 of the 14th January,† a copy of which

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* C. 78199/30 [No. 2] : not printed. † No. 23. ‡ No. 24. § C. 78199/30 [No. 8] : not printed. ‖ Nos. 24 and 25.

was enclosed with the letter from this Department of the 16th January,* that the Cabinet Committee appointed by the 'Iraq Government to consider this question are prepared to accept 26 British Officers as a minimum with certain additional appointments fluid.

3. Lord Passfield is inclined to think that the proposals contained in that telegram represent the best terms that it will be possible to induce the 'Iraq Government to accept, and Their Lordships will observe, from the enclosed copy of a letter from the Air Ministry, that the Air Council consider that there is no alternative but to accept the proposals. He therefore proposes, subject to Their Lordships' concurrence, to instruct the High Commissioner to negotiate on the lines proposed in his telegram, making it clear that the contribution to the 'Iraq Government to assist in the maintenance of the 'Iraq Army (grant-in-aid) will be based on the cost of the British Officers actually employed and that it will be open to His Majesty's Government to suspend payments on account of the subsidy should there be any default on the part of the 'Iraq Government in giving employment to the agreed number of British Officers.

4. As Their Lordships are aware, the sum of £67,500 has been inserted provisionally for this Service in the Estimates for the Colonial and Middle Eastern Services for 1930-31, this being the amount provided in last year's Estimates. If the present proposals are ultimately accepted, the High Commissioner anticipates that the amount of the subsidy will be reduced by approximately 1 lakh allowing for the revised scales of pay, and whilst the Secretary of State trusts that it will be possible to effect this reduction, it is not certain that the 'Iraq Government will be prepared to agree to this part of the proposals. Pending the receipt of further details of the revised establishment which will have to be drawn up if agreement on these lines is reached, I am to suggest that the provisional figure of £67,500 inserted under Sub-head D.4 of the Colonial and Middle Eastern Services Vote for 1930 should be reduced to £60,000.

5. With regard to the question of the continuance of the subsidy until the end of 1931, His Lordship would propose to instruct the High Commissioner to inform the 'Iraq Government that a sum sufficient to allow for a subsidy based on the actual cost of the British Officers employed will be inserted in the Estimates for 1930-31, and that, though no definite undertaking can be given, no reason is seen at present why the subsidy should not be continued up to the end of 1931, subject, of course, to the conditions mentioned above.

6. As the High Commissioner asks for instructions by telegraph, I am to request that a very early reply may be returned to this letter.

I am, &c.,
H. R. COWELL.

C. 78100/30 [No. 3].

No. 27.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 28.]

Downing Street, 5th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to Mr. McAnally's letter of the 24th October last† regarding the provision to be made in Sub-heads D.5 and M. (Appropriations-in-Aid) of the Colonial and Middle Eastern Services Estimate for 1930 in respect of the maintenance of the 'Iraq Levies, and to say that His Lordship understands that the Lords Commissioners of His Majesty's Treasury are anxious to receive final figures for inclusion in the estimates at the earliest possible date.

2. I am therefore to request that the Air Council will be good enough to state what modifications are necessary, having regard to the decision to present a Supplementary Estimate for the current financial year, of the figures of £193,000 under the debit Sub-head and £3,500 under Appropriations-in-Aid provisionally quoted in Mr. McAnally's letter of 24th October, together with such details as the Council are able to afford.

I am, &c.,
O. G. R. WILLIAMS

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* C. 78199/30 [No. 2] : not printed. † No. 11.

C. 78100/30 [No. 4].

No. 28.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 11th February, 1930.

SIR,

IN reply to your letter of the 5th instant,* I am commanded by the Air Council to request you to inform the Secretary of State for the Colonies that the following sums should be provided in Estimates, 1930, in respect of the 'Iraq Levies, viz. :—

	£
Gross	190,000
Appropriations-in-Aid	1,000

The gross expenditure is the same as that now estimated for the current year, but the appropriations-in-aid show a decrease by reason of the absence of any credit in respect of unexpended balance of replacement suspense accounts (there is such a balance on one of the accounts in the current year) and the expectation that realizations from sales will be less in 1930 than in 1929.

I am, &c.,
H. McANALLY.

C. 78100/30 [No. 5].

No. 29.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 50.]

Downing Street, 12th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Department dated the 28th October, 1929,† regarding the provision to be made under Sub-heads D.5 ('Iraq Levies) and M (Appropriation-in-Aid) of the Estimate for Colonial and Middle Eastern Services, 1930, and to enclose, for the information of the Lords Commissioners of His Majesty's Treasury, the accompanying copy of further correspondence‡ between this Department and the Air Ministry.

2. It will be observed from this correspondence that the figures provisionally inserted in the Estimate must now be modified, and I am, therefore, to request Their Lordships' sanction for the inclusion of the following amended sums, viz. :—

		£
Sub-head D.5.	Maintenance of 'Iraq Levies	190,000
Sub-head M.	Appropriations-in-Aid	1,000

I am, &c.,
O. G. R. WILLIAMS.

C. 78199/30 [No. 15].

No. 30.

TREASURY to COLONIAL OFFICE.

(S. 33286/2.)

Treasury Chambers, 12th February, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 1st February, 1930,§ transmitting copies of correspondence with the Air Ministry regarding the number of British Officers to be employed in the 'Iraq Army, and They direct me to request you to convey to the Secretary of State for the Colonies the following reply.

My Lords observe from the High Commissioner's telegram No. 36 of the 14th January,‖ that the Cabinet Committee appointed by the 'Iraq Government to consider this question are prepared to accept 26 British Officers as a minimum, with certain additional appointments fluid. They note the opinion expressed by the Air Council that there is no alternative but to accept the proposals contained in that telegram, and Lord Passfield's view that those proposals represent the best terms that it will be possible to induce the 'Iraq Government to accept.

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* No. 27. † No. 14. ‡ No. 27 and 28. § No. 26. ‖ No. 23.

In the circumstances My Lords agree that instructions should be sent to the High Commissioner to negotiate on the lines proposed in his telegram, care being taken to make it clear that the contribution to the 'Iraq Government to assist in the maintenance of the 'Iraq Army will not exceed the cost of the British Officers actually employed, and that it will be open to His Majesty's Government to suspend payments on account of the contribution should there be any default on the part of the 'Iraq Government in giving employment to the agreed number of British Officers. With regard to the question of the continuance of the contribution to the end of 1931 My Lords offer no objection to Lord Passfield's proposal that he should instruct the High Commissioner to inform the 'Iraq Government that a sum sufficient to allow for a contribution based on the actual cost of the British Officers employed will be inserted in the Estimates for 1930-31. and that, though no definite undertaking can be given, no reason is seen at present why the contribution should not be continued up to the end of 1931, subject, of course, to the conditions mentioned above.

Having regard to the High Commissioner's estimate that the acceptance by the 'Iraq Government of these proposals will reduce the amount of the present contribution to the extent, allowing for the revised rates of pay, of approximately one lakh, Their Lordships agree that the sum of £60,000 should be provided in the 1930 Estimate for Colonial and Middle Eastern Services.

A copy of this letter has been sent to the Air Ministry.

I am, &c.,
R. V. NIND HOPKINS.

C. 78199/30 [No. 17].

No. 31.

'IRAQ.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 7 p.m., 17th February, 1930.)

TELEGRAM.

(Paraphrase.)

No. 89. REFERENCE your telegram No. 87 of 4th February * You are authorized to negotiate with the Government of 'Iraq on lines proposed in your telegram of the 14th January, No. 36,† viz. :—26 British Officers as a minimum with certain appointments fluid. It should be made clear that the contribution of His Majesty's Government to the Government of 'Iraq to assist in the maintenance of the 'Iraq Army will not exceed the cost of the British Officers actually employed and that should there be any default on the part of the Government of 'Iraq in giving employment to the agreed number of British Officers it will be open to His Majesty's Government to suspend payments on account of the contribution.

You may inform the Government of 'Iraq that a sum sufficient to allow for a contribution based on the actual cost of the British Officers employed will be inserted in the 1930-31 Estimate and that although no definite undertaking can be given, no reason is at present seen why the contribution should not be continued up to the end of 1931 subject; of course, to the conditions mentioned above.

In view of your estimate, a sum of £60,000 is being inserted in 1930-31 Estimates.

—PASSFIELD.

C. 78078/30 [No. 7].

No. 32.

TREASURY to COLONIAL OFFICE.

(E. 7586/6.)

Treasury Chambers, 21st February, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 14th December last,‡ relative to the cost of the establishment of the High Commissioner for 'Iraq during 1930.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords sanction the provision of the sum of £24,600 as a contribution in respect

* C. 78199/30 [No. 11]: not printed. † No. 23. ‡ No. 22.

of the High Commissioner's establishment under Sub-head D.3 of the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, and the insertion of the sum of £250 under Sub-head D.7 of the Estimate to meet possible payments to British Officers of the 'Iraq Government as compensation for the termination of their employment. They would, however, be glad to be consulted if it is desired to make a further advance payment of rent in respect of the Counsellor's residential accommodation during the coming financial year.

I am, &c.,
R. R. SCOTT.

C. 78078/30 [No. 10]

No. 33.

'IRAQ.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Accounts.)
(No. 21.)

SIR,

Downing Street, 14th March, 1930.

I HAVE the honour to acknowledge the receipt of Major Young's despatch, No. 1037, of the 28th October, 1929,* forwarding a detailed estimate of the amount required for the salaries and expenses of the High Commissioner and his staff during the financial year 1930, and in reply to inform you that subject to the following remarks I approve the Estimate as submitted.

2. A sum of Rs. 2,000 has been inserted under Vote 1—Salaries, Item 12, to cover the cost of possible overlaps in changes of the personal Staff consequent upon your appointment as High Commissioner. I agree that this amount may be required if any change occurs in the post of Aide-de-Camp and that the provision may be allowed to stand on the understanding that you will obtain my prior approval of any overlap which may be foreshadowed. Under the Subordinate establishment I observe that provision has been made for upgrading the posts of Consular Clerk (Item 20) and Librarian and Draftsman (Item 24). I have to point out however that my prior approval should be obtained before any officer is promoted to a higher grade.

Some difficulty is experienced when examining the details of the Estimate in the Colonial Office in reconciling the number of posts for which provision is made with the actual staff employed, and considerable time and trouble would be saved if, in future, you could arrange to show against each post :—

(*a*) name of present holder;
(*b*) scale of pay;
(*c*) incremental date;
(*d*) point in scale on 1st March, *i.e.*, the first month of the year for which provision is made.

3. Turning now to Vote 2—Allowances and Services, I observe from paragraph 4 of the despatch under reference that a substantially increased provision is necessary for the maintenance of the Residency and Secretariat buildings. I shall be glad to receive in due course further details of this expenditure. As regards the further advance payment of rental of the Counsellor's house, I would invite reference to the telegraphic correspondence noted in the margin. I have to explain that the Lords Commissioners of the Treasury have asked to be consulted if it is desired to make a further advance payment of rent for these quarters, and no further payment on this account should, therefore, be made without prior reference to me. I also await your recommendation in regard to the reduction of the provisions for postages and telegrams called for in my telegram of 20th January. I agree to the proposal in paragraph 5 of Major Young's despatch that the " house to office " conveyance allowance for which provision is made under Item 67—Mechanical Transport, may be continued during the ensuing year on the same conditions as heretofore.

Secretary of State to High Commissioner, No. 29 of 20th January, 1930.†
High Commissioner to Secretary of State, No. 114 of 14th February, 1930.‡
Secretary of State to High Commissioner, No. 113 of 12th March, 1930.§

I notice that no account has been taken under Item 74 of the pension contribution which is payable to Air Votes in respect of the present Aide-de-Camp as set out in the

* No. 20. † C. 78078/30 [No. 2]: not printed. ‡ C. 78078/30 [No. 6]: not printed.
§ C. 78078/30 [No. 9]: not printed.

memorandum of the conditions of the loan of Royal Air Force personnel, accompanying the Air Ministry letter of the 11th April, 1929,* of which a copy was forwarded to you in my despatch, No. 278 of the 16th May, 1929.† It will no doubt be possible, however, to effect savings on other heads of the Estimate sufficient to cover this contingency.

4. With the approval of the Lords Commissioners of the Treasury a sum of £24,600 has been provided under Sub-head D.3 of the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, to meet the moiety of the expenditure on the High Commission debitable against His Majesty's Government. Their Lordships have also agreed to the insertion of a sum of £250 under Sub-head D.7 of the Estimate to meet possible payments to British officers of the 'Iraq Government as compensation for the termination of their employment in accordance with the recommendation made in paragraph 6 of Major Young's despatch.

I have, &c.,
PASSFIELD.

C. 78199/30 [No. 20].

No. 34.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 1.53 p.m., 12th May, 1930.)

TELEGRAM.

(Paraphrase.)

No. 215. 12TH MAY. Reference last paragraph of your telegram No. 149, 16th April.‡ I hope to forward list showing agreed cadre at an early date. Posts and grades have not yet been agreed upon. Negotiations are still proceeding with 'Iraq Government under the authority contained in your telegram of 17th February, No. 89.§

[C. 78199/30 [No. 26.]

No. 35.

'IRAQ.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3.40 p.m., 1st August, 1930.)

TELEGRAM.

1ST AUGUST. No. 356. My telegram 12th May, No. 215.‖ 'Iraq Army Officers. 'Iraq Government have now agreed that revised grades and rates of pay may be introduced with effect from 1st April, 1930. Formal agreement of the Government to the revised cadre has not yet been given, but I am pressing for it and hope it will not be much longer delayed.

C. 78199/30 [No. 35].

No. 36.

'IRAQ.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 10th October, 1930.)

[*Answered by No.* 39.]

(Confidential C.)

The Residency, Baghdad, 3rd October, 1930.

MY LORD,

I HAVE the honour to invite a reference to paragraph 6 of my Confidential despatch dated 25th of September, 1930,¶ on the subject of the cost of the cadre of British officers for service with the 'Iraq Army.

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* C.R. 35592 [No. 1]: not printed.
† C.R. 35592 [No. 12]: not printed.
‡ C. 78036/30 [No. 48]: not printed.
§ No. 31.
‖ No. 34.
¶ C. 78073/30 [No. 33]: not printed.

2. It is, I suggest, necessary to examine more closely the conditions on which the annual subvention will be paid to the 'Iraq Government towards the cost of the cadre of British officers, in order that there may be no subsequent misunderstanding. Your Lordship's telegram No. 89 dated the 17th of February, 1930,* authorized the High Commissioner to make it clear that the contribution to the 'Iraq Government, to assist in the maintenance of the 'Iraq Army, would not exceed the cost of the British officers actually employed, and that, should there be any default on the part of the 'Iraq Government in giving employment to the agreed number of British officers, it would be open to His Majesty's Government to suspend payment. This was duly communicated to the 'Iraq Government, who have since been at some pains to prove that the whole amount of the subvention will be devoted to that object, and that no part of it will remain unspent. To achieve this end, they have formulated that the phrase " cost of the British officers " should be interpreted to mean the " cost of the British Advisory Military Mission," and that this should include all additional expenditure put upon the 'Iraq Government by the existence of the Mission. There have been divergencies of opinion between the Ministries concerned and this High Commission as to what could be considered fair charges against the subvention if this formula were agreed to, but the proposals now put forward by the Government, which I referred to in my despatch previously quoted, appear to represent a fair basis of agreement.

3. I attach a copy of a memorandum which was sent by the Ministry of Finance to the Council of Ministers, in which the proposals are set out. The Council of Ministers have accepted them and, although I have pointed out that His Majesty's Government's concurrence in them will be needed, I have raised no formal objection to them. Your Lordship will see that, generally speaking, the cost of the Mission is held to include the pay and allowances of all British officers, warrant and non-commissioned officers employed with the 'Iraq Army or with the 'Iraq Air Force, the cost of passages and allowances, of pension contributions, furniture hire, the pay of clerical and other staff specially employed, and other incidental expenses. The items included in this proposal, after making allowance for officers who remain a charge against 'Iraq revenues on account of not being absorbed on the due date into their permanent British Units, together total up to approximately Rs.8 lakhs for the current year. I attach a statement giving details of the charges. The estimates are, I think, slightly inflated, and may be susceptible of reduction, but with no figures of past expenditure available it is difficult to criticize them, and any attempt to do so would doubtless bring forward other items of expenditure for inclusion therein. I consider that for this year at least the estimates should be accepted.

4. The only point in connexion with these proposals with which I am not altogether in agreement is that the cost of the warrant-officers employed in a technical capacity, including those whom it is proposed to employ next year with the Air Force should also be considered as part of the expenses of the Mission. For this year, however, only 3, whose services are approaching completion, are included, and their inclusion only accounts for about Rs.18,000. I do not recommend that any exception should be taken to this, unless the inclusion of charges in respect of them has the effect of retarding the engagement of British officers on the sanctioned cadre on the grounds that expenditure on the Mission will otherwise exceed the amount allotted. Such action is most unlikely this year and, taking everything into consideration, I am of opinion that a sum of Rs.8 lakhs should cover, with a margin, the cost of the British Mission during 1930-31, and that the full subvention should be paid, provided that the cadre is maintained at full strength. I recommend that I should be authorized to inform the 'Iraq Government to this effect, and to make it clear that no claim will subsequently be lodged for any unspent balance to be refunded to the Treasury.

5. The estimates for the financial year beginning the 1st of April, 1931, on which the amount of the subsidy for the next financial year will be based, are now under preparation and will, in due course, form the subject of a further despatch in which the question of the cost of the technical personnel employed with the 'Iraq Air Force will be dealt with.

6. There is, however, a controversial item in the letter from the Ministry of Finance, which must be taken up, and that is with regard to special compensation and disability pensions which may be granted to British officers. The 'Iraq Government, in effect, claim that because the cost of these British officers is in reality borne by His Majesty's Government, the responsibility for the payment of disability pensions also rests upon His Majesty's Government and not upon the 'Iraq Government. This is

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* No. 31.

vaguely phrased in the Ministry of Finance memorandum, but the intention is clear. I assume that the 'Iraq Government should be informed that the payment of the subsidy by His Majesty's Government cannot be held to relieve the 'Iraq Government of their liability for payment of any special disability pension to a British officer, awarded by reason of disability sustained during military service with the 'Iraq Government, and that the conditions laid down by the Army Council to govern the loan of British officers for service overseas must apply in this and in all other respects. Subject to Your Lordship's instructions, this will be made clear to the 'Iraq Government when the communication suggested in paragraph 4 is sent.

I have, &c.,
R. BROOKE-POPHAM,
Acting High Commissioner for 'Iraq.

Enclosure 1 in No. 36.

TRANSLATION OF LETTER No. 2761 DATED 6TH SEPTEMBER, 1930, FROM THE MINISTRY OF FINANCE TO THE SECRETARIAT OF THE COUNCIL OF MINISTERS, WITH COPY TO THE MINISTRY OF DEFENCE, REFERRING TO THE CORRESPONDENCE ENDING WITH THEIR LETTER No. 7393, DATED 31ST AUGUST, 1930.

REFERENCE Council of Ministers' resolution adopted at their meeting on 20th July, 1930, on the subject of the assessment of expenditure which will be debited to the account of the British Mission.

Agreement was arrived at, with the Ministry of Defence, on the subject, on the following form:—

(1) It is necessary that all British officers and non-commissioned officers employed in the Army, or in the 'Iraq Air Force, should be considered within the Mission, irrespective to the posts they hold, and that their expenses should be debited to the budget of the British Mission.

(2) It is necessary that nothing should be debited to the Mission's account regarding servants and soldiers attached to the Mission so long as those servants are Army individuals and not extra ones to the Army.

(3) As regards the expenses the 'Iraq Government pay for the furniture of houses of officers, their places or their messes, the Ministry of Defence should continue in the present financial year to issue and supply furniture in accordance with the scale agreed upon, and that the 6 per cent. taken from officers should be credited to the account of the 'Iraq Government. Another 6 per cent. of the cost of the furniture should be taken from the Mission and credited also to the 'Iraq Government. Thus 'Iraq recovers 12 per cent. every year of the cost of the furniture supplied to officers and their messes. Nothing should be collected from the officers themselves regarding the above. Therefore we consider that the whole proportion of the 12 per cent. of the value of this furniture should be debited to the account of the Mission.

(4) As regards the motor car supplied to the Head of the Mission, a lump sum of Rs.250 *per mensem* (besides the sum paid to the 'Iraq Government by the Head of the Mission for the private use of the motor car) should be debited to the Mission's account.

(5) It is understood that the British Government have fixed the sum of 8 lakhs of rupees as a maximum amount which they will pay to the 'Iraq Government in the year 1930-31 to meet the expenses of the Mission. It is, therefore, necessary to make an accurate control on the amounts to be spent on the Mission. The question of duplication of posts by the engagement of new officers before the departure of those whom they will replace should be avoided. It is proposed that agreement will be arrived at with the Head of the Mission not to engage a new officer before the expiry of the ordinary leave which fell due and was granted to the resigned officer. But as regards the replacement of an officer by another during the period in which the resigned officer waits to rejoin his original service, the actual date of release should be based upon the remaining sums belonging to the post concerned, after taking into consideration the salary (for the period of awaiting rejoining).

(6) As regards the undertaking provided for in the contract on the subject of free medical treatment, nothing should be debited in this connexion to the account of the Mission so long as this undertaking does not lead to an increase in the number of British physicians or their expenses.

(7) As regards the special compensation and the pension of infirm persons provided for in the contract, and the question of debiting the above to the account of

the Mission, it appears to us that this is not clear. When it is considered necessary to pay anything as a compensation in the form of a lump sum it is most probable that this sum will be debited to the account of the Mission. But as regards the pension of disabled persons and the special pension, this should be paid by the British Government itself.

It is requested that this case may be submitted to the Council of Ministers and their consent to the above obtained.

Enclosure 2 in No. 36.

ESTIMATED COST OF THE BRITISH MILITARY MISSION DURING FINANCIAL YEAR 1930-31, AS DRAWN UP IN CONSULTATION BETWEEN THE MINISTRIES OF FINANCE AND DEFENCE.

Salaries.

	Rs.
27 British officers according to cadre...	5,05,152
Supernumerary British officers additional to cadre	76,673
British warrant-officers	13,365
Allowance for salary of officers awaiting absorption	24,810
Clerks (2)	8,060
Translators (2)	6,480
Syces (30)	13,060
Qawasses (5)	2,400
Total "A"	Rs.6,50,000

Allowances and Services.

1. Passages, travelling allowances, and transport expenses	46,000
2. Books and periodicals	1,000
3. Rents and rent allowances	20,000
4. Furniture	8,000
5. Pension contribution	60,000
6. Special compensation	1,000
7. Feed and keep of horses	10,000
8. Cost of motor car supplied to Inspector-General	3,000
9. Miscellaneous	1,000
Total "B"	Rs.1,50,000
Grand Total "A" and "B" ...	Rs.8,00,000

C. 78199/30 [No. 36].

No. 37.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 38.]

SIR,

Downing Street, 25th October, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department of the 12th of August,* and to transmit to you, to be laid before the Lords Commissioners of the Treasury, the accompanying copy of a despatch† from the Acting High Commissioner for 'Iraq regarding the Grant-in-aid to the 'Iraq Government to assist in the maintenance of the 'Iraq Army.

2. Lord Passfield proposes, subject to Their Lordships concurrence, to accept the recommendations of the High Commissioner so far as the present financial year is concerned. In this connexion I am to state that the 'Iraq Government have now

* C. 78199/30 [No. 28]: not printed.

† No. 36.

approved the cadre of British officers and concurred in the appointment of officers to fill vacancies as they fall due.

3. With regard to the last paragraph of the despatch the High Commissioner will be instructed to make it clear to the 'Iraq Government that any disability pensions or allowances granted to British officers as a result of disabilities attributable to service in the 'Iraq Army will remain a liability of the 'Iraq Government so long as any British officer is in receipt of such an allowance.

I am, &c.,
J. E. W. FLOOD.

C. 78199/30 [No. 38].

No. 38.

TREASURY to COLONIAL OFFICE.

(S. 33286/2.)

Treasury Chambers, 10th November, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Flood's letter of the 25th October, 1930,* and the accompanying copy of a despatch from the Acting High Commissioner for 'Iraq regarding the Grant-in-aid to the 'Iraq Government to assist in the maintenance of the 'Iraq Army.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords concur in his proposal to accept the recommendations of the High Commissioner so far as the present financial year is concerned. They note that the High Commissioner will be instructed to make it clear to the 'Iraq Government that any disability pensions or allowances granted to British officers as a result of disabilities attributable to service in the 'Iraq Army will remain a liability of the 'Iraq Government so long as any British officer is in receipt of such an allowance.

I have, &c.,
R. V. NIND HOPKINS.

C. 78199/30 [No. 39].

No. 39.

'IRAQ.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

Downing Street, 17th November, 1930.

SIR,

I HAVE the honour to refer to Sir Robert Brooke-Popham's despatch Confidential C. of the 3rd of October,† regarding the Grant-in-aid to the 'Iraq Government to assist in the maintenance of the 'Iraq Army, and to inform you that the proposals contained in that despatch are acceptable to His Majesty's Government so far as the present financial year is concerned. You are accordingly authorized to inform the 'Iraq Government in the sense suggested in paragraph 4 of the despatch.

2. With regard to the question of special compensation and disability pensions which may be granted to British officers, I agree with the view expressed in the last paragraph of Sir Robert Brooke-Popham's despatch. It should be made clear to the 'Iraq Government that any disability pensions or allowances granted to British officers as a result of disabilities attributable to service in the 'Iraq Army will remain a liability of the 'Iraq Government so long as any British officer is in receipt of such an allowance.

I have, &c.,
PASSFIELD.

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* No. 37. † No. 36.

C. 78199/30 [No. 42].

No. 40.

'IRAQ.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 12.30 p.m., 24th December, 1930.)

TELEGRAM.

No. 491. MY despatch Confidential, 17th November.* Grant-in-aid 'Iraq Army.

If 'Iraq Government has not yet been informed as authorized please take no action pending receipt of further instructions.—PASSFIELD.

C. 78199/30 [No. 43].

No. 41.

EXTRACT FROM GAZETTE No. 49.

EXTRACT FROM MINISTRY OF DEFENCE REGULATION No. 30 OF 1930.

ARTICLE VII.

BRITISH MILITARY MISSION.

1. (*a*) Shall consist of a cadre of British officers lent by the British Government and serving under contracts with the 'Iraq Government.

(*b*) The Inspector-General and Adviser shall be the head of this Mission and shall be responsible for assigning the duties of all officers of the Mission.

(*c*) The duties of the Mission shall be twofold, *i.e.*, advisory and inspectorate.

(*d*) The Adviser shall have no executive authority but shall give his opinion on cases referred to him by the Minister. He may suggest to the Minister, and through him to the Defence Council, what he thinks necessary for ensuring the satisfactory working of the affairs of the Ministry. He has the right to call for necessary explanations from all members of the Defence Council and heads of Departments under the Ministry and to have access to the Ministry's correspondence and records connected therewith. His powers and responsibilities in this capacity are the same as those of Advisers to other Ministries.

(*e*) As Inspector-General, his responsibilities are limited to the submission of proposals in matters relating to the proper training of all 'Iraq Military Forces and for this purpose he shall be authorized to carry out such inspections as he may consider necessary.

2. DUTIES OF THE BRITISH MILITARY MISSION.

To perform its functions to the best advantage, the Mission shall be divided into :—

(*a*) Staff officers for duty with the Ministry as assistants to the Adviser, and with inspectorate powers under the Inspector-General.

(*b*) Officers serving with the Army and Air Forces;
(i) As Liaison Officers at Commands.
(ii) In Educational Establishments.
(iii) In Technical Units.

These officers shall be granted the fullest powers of inspection and their duties shall be confined to advising on matters purely relating to their several appointments.

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* No. 39.

C. 78199/30 [No. 47].

No. 42.

'IRAQ.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 4 p.m., 21st January, 1931.)

TELEGRAM.

No. 26. My telegram 24th December No. 491.* Regret that in view of specific terms in which Grant-in-aid to 'Iraq Army was approved by Parliament authority given in my Confidential despatch 17th November† was not justified. It follows that assurance given in Stafford's note of 18th December to Minister of Finance was not warranted by actual terms of grant and must, therefore, be withdrawn.

Contribution in current year is limited to £60,000. Against this may be charged—

(1) £5,625 representing one-twelfth of last year's contribution.

(2) Actual cost of British Military Mission as shown in your Confidential despatch 3rd October‡ not exceeding balance of £54,375. If actual cost exceeds £54,375 will be prepared to invite Treasury to provide excess as addition to next year's grant. If actual cost amounts to £54,375 or less the difference, if any, must be surrendered to the Exchequer. Please telegraph as soon as possible closest possible estimate of actual cost during current financial year in order that question may be taken up without delay.

I should be prepared, if you so advise, to invite Treasury to agree that grant for 1931 shall be subject to general principle of non-surrender approved in my despatch 17th November, Parliamentary sanction being sought accordingly beforehand, but question of total amount of grant will of course require to be considered on merits. —PASSFIELD.

'IRAQ, PALESTINE, AND TRANS-JORDAN.

Sub-heads D.1, E.1.—Defence.

C. 69172/29 [No. 2].

No. 43.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 44.]

Downing Street, 14th October, 1929.

SIR,

I AM directed by Lord Passfield to refer to Treasury Circular No.F.11288 of the 1st October, 1929,§ regarding the preparation of the Civil Estimates for the year ending 31st March, 1931, and to ask that the Air Council will be good enough to furnish an estimate of the amounts to be inserted in the draft Estimate of the Vote for Colonial and Middle Eastern Services, 1930, in respect of the excess cost of the British Forces stationed in (*a*) 'Iraq, and (*b*) Palestine and Trans-Jordan, over the cost of such Forces stationed in Great Britain.

2. As the Lords Commissioners of the Treasury require a provisional Estimate of the Vote for Colonial and Middle Eastern Services to be rendered by the 1st November, I am to ask that the information required may be furnished, if possible, by the 25th October.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 40. † No. 39. ‡ No. 36. § Not reprinted.

C. 69172/29 [No. 9].

No. 44.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 46.]

Air Ministry, London, W.C.2, 30th October, 1929.

SIR,

WITH reference to your letter of the 14th instant,* I am commanded by the Air Council to furnish, for the information of Lord Passfield, the undermentioned provisional estimates of the amounts to be inserted in the draft Vote for Colonial and Middle Eastern Services, 1930, in respect of the extra cost to Air Votes of the Royal Air Force Units stationed in 'Iraq, Palestine, and Trans-Jordan beyond the cost of such units stationed at Home :—

	£
'Iraq	228,000
Palestine	32,000
Total	£260,000

The Palestine total excludes the capital cost of works services in Trans-Jordan on the assumption that the decision conveyed in Treasury letter of the 14th March, 1929, No. S.28724/3,† was intended to be of general application and not to relate solely to 1929.

These figures are, however, necessarily provisional and the Council hope that in the light of critical examination some reduction may be possible.

I am, &c.,
H. McANALLY.

C. 69172/29 [No. 10].

No. 45.

COLONIAL OFFICE to TREASURY.

Downing Street, 31st October, 1929.

SIR,

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a letter‡ from the Air Ministry on the subject of the provision to be made in the Estimates for Colonial and Middle Eastern Services for 1930 under Air Defence Sub-heads D.1 and E.1, viz., £228,000 and £32,000 respectively, as representing the excess of the cost of the British Forces stationed in 'Iraq and Palestine over the cost of such Forces if stationed in Great Britain.

2. I am to add that, subject to Their Lordships concurrence, these amounts are being provisionally inserted in the draft Estimates for the ensuing financial year.

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 4].

No. 46.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 48.]

Downing Street, 5th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to Mr. McAnally's letter of the 30th October last,‡ regarding the provision to be made under the Defence Sub-heads D.1 and E.1 of the Estimates for Colonial and Middle Eastern Services, 1930, in respect of the excess cost to Air Votes of the Royal Air Force Units stationed in 'Iraq, Palestine, and Trans-Jordan, over the cost of such units if stationed at home.

2. The question was discussed informally at the Treasury on the 31st January, and it is understood that the Lords Commissioners of the Treasury are anxious that final figures for next year's Estimates should be submitted with the least possible delay.

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* No. 43. † No. 27 in Middle East No. 29. ‡ No. 44.

3. I am therefore to request that the Air Council will now be good enough to supply final Estimates in respect of Sub-heads D.1 ('Iraq) and E.1 (Palestine and Trans-Jordan), for which sums of £228,000 and £32,000 respectively were provisionally inserted. Lord Passfield would be glad if these Estimates could be supported by some details of expenditure for transmission to the Treasury.

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 8].

No. 47.

WAR OFFICE to COLONIAL OFFICE.

The War Office, London, S.W.1, 13th February, 1930.

SIR,

WITH reference to War Office letter of 12th February,* relating to the recovery from the Colonial Office of the extra cost falling upon Army funds in 1929 in respect of the additional troops in Palestine, I am commanded by the Army Council to state, for the information of Lord Passfield, that the extra cost to be recovered in respect of these troops in 1930 is estimated to be £80,000. This estimate, in accordance with the Interdepartmental Conference held at the Treasury on 31st January, is based on the assumption that the military forces at present in Palestine will remain there for the whole of the financial year 1930 and that the Government of Palestine continues to bear charges at present defrayed by them.

As explained in the letter referred to above, nothing was included in the estimate for 1929 in respect of the extra wear and tear of stores, &c., and provision is accordingly made in this estimate for the extra wear and tear of unit equipment due to service in Palestine and for the consumption and depreciation of stores in excess of the normal issues. Assessment of these charges at this stage is a matter of some difficulty, but in the light of the best information at present available the amount recoverable appears likely to be in the neighbourhood of £40,000, and this amount is accordingly included in the total estimate of £80,000.

I am, &c.,
H. J. CREEDY.

C. 79062/30 [No. 7].

No. 48.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 14th February, 1930.

SIR,

IN reply to your letter of the 5th instant,† I am commanded by the Air Council to request you to submit to the Secretary of State for the Colonies the following information in regard to the provision necessary in the Vote for Colonial and Middle Eastern Services in respect of the excess cost of the Royal Air Force in 'Iraq and Palestine,

'Iraq. The excess cost of the Royal Air Force in 'Iraq in 1930 is now estimated to be £238,000, the main reason for the increase on the figure previously given and on that of £223,000, the current year's provision as amended for the supplementary estimate, is that the capital expenditure on Works services has been necessarily increased to a sum of £30,000.

In addition to the extra cost of the Royal Air Force a sum of £2,000 should, it is considered, be provided to cover arrear charges in respect of Indian Troops formerly in 'Iraq. It is known that the Indian Government has some claims to present, and it is probable that most of them will have to be admitted.

Palestine and Trans-Jordan. The Royal Air Force in these countries, before the recent disturbances, consisted of 1 Squadron and an Armoured Car Company of 3 Sections. In consequence of the disturbances the Armoured Car Company has been temporarily increased by one section and No. 6 Squadron has been temporarily moved to Ramleh from Egypt; and, on the assumption that this arrangement will continue throughout the financial year, 1930, the excess cost is estimated to be £66,000, of which sums of £4,000 and £19,500 are in respect of capital works in Palestine and

* No. 4. † No. 46.

Trans-Jordan respectively, but no part of such capital expenditure is necessitated by the temporary additions to the garrison. I am, however, to state that if it should prove necessary to retain No. 6 Squadron at Ramleh for a considerable period in addition to the Armoured Car Sections which are normally located there in the summer, it may be necessary to erect temporary accommodation at a cost of about £21,000, but pending settlement of the question of the future garrison of Palestine it is not proposed to take provision to meet this contingency.

Further, I am to state that the Air Officer Commanding, Middle East, has requested permission to purchase the land occupied at Amman and further areas in the vicinity of the camp, the civil occupation of which may render difficult the defence of the station. The proposals have not, however, been examined in detail and in view of the delays which must inevitably result from negotiations with the Trans-Jordan Government it has not been thought necessary to include in the £66,000 referred to above any provision for this item, the cost of which is estimated at £5,400. It is also to be noted that no provision has been made in respect of any hirings or other services being undertaken by the Palestine Government in consequence of the disturbances

In addition to provision for the Royal Air Force a sum of £28,000 is being provided in Air Estimates, 1930, in respect of the completion of Works Services for Army Troops in Palestine and the expenditure on this service also will be recoverable from your department.

I am, &c.,
H. McANALLY.

C. 79062/30 [No. 9].

No. 49

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 50.]

Downing Street, 15th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Office of the 31st October, 1929,* on the subject of the provision to be made in the Estimate for Colonial and Middle Eastern Services for 1930 under Sub-heads D.1 'Iraq Defence, and E.1 Palestine and Trans-Jordan Defence, as representing the excess of the cost of the British Forces stationed in 'Iraq and Palestine over the cost of such forces if stationed in Great Britain.

2. In this connexion I am to enclose copies of letters† which have been received from the War Office and Air Ministry which contain revised figures in respect of the garrisons which are to be maintained in those countries.

3. Their Lordships will be aware of the basis on which provision for this service was made in the Supplementary Estimate for Colonial and Middle Eastern Services for 1929 and the figures now supplied are based on the assumption that the forces at present in Palestine will remain there for the whole of the next financial year pending a final decision as to the strength of the garrison, which will be determined when the reorganization of the Police Force in Palestine is completed, and its effect in relation to the military forces has been taken into account.

4. The figures for insertion under Sub-heads D.1 and E.1 are as follows:—

*Sub-head D.*1. *Defence, 'Iraq.*

		£
Repayment to the Air Ministry	...	238,000
Repayment to the Government of India	...	2,000
Total		£240,000

The increase on the provisional figure of £228,000 given in Colonial Office letter quoted above is due to the fact that capital expenditure on Works Services in 'Iraq has been increased to a sum of £30,000.

* No. 45. † Nos. 47 and 48.

Sub-head E.1. Defence, Palestine and Trans-Jordan.

Payable to War Office £80,000

Their Lordships will observe that this figure is based on the assumption that the Government of Palestine will continue to bear charges at present defrayed by them pending a settlement of the question of the final incidence of charge.

Payable to the Air Ministry... ... ... £94,000

This figure is made up of £66,000 on account of the excess cost of the Royal Air Force Units at present in Palestine and Trans-Jordan, of which £4,000 is in respect of capital works in Palestine, and £19,500 in respect of capital works in Trans-Jordan. No account has been taken of the possibility of the erection of temporary accommodation at Ramleh, should it prove necessary to retain a squadron at that place for a considerable period in addition to the Armoured Car Sections which are normally located there in the summer. Nor has any provision been made for the possibility of purchase of land occupied at Amman, and it has been assumed in this case also that the services which have so far been undertaken by the Palestine Government in consequence of the disturbances will continue to be carried out at Palestine Government expense, pending determination of the final incidence of charge.

The sum of £28,000 is also provided in respect of the completion of Works Services for Army Troops in Palestine.

5. I am accordingly to request that Their Lordships may be pleased to approve the insertion of the sums of £240,000 under Sub-head D.1, and £174,000 under Sub-head E.1 accordingly.

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 13].

No. 50.

TREASURY to COLONIAL OFFICE.

(S. 17977/08.)

Treasury Chambers, 11th March, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letters of the 12th February, 1930,* and the 15th February, 1930,† regarding the provision to be made under Sub-heads D.1 ('Iraq Defence), D.5 ('Iraq Levies), E.1 (Palestine and Trans-Jordan Defence), and M. (Appropriations-in-Aid), of the Estimate for Colonial and Middle Eastern Services, 1930.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords have caused provision to be made in the Estimate of the following sums, as proposed:—

	£
Sub-head D.1	240,000
Sub-head D.5	190,000
Sub-head E.1	174,000
Sub-head M. (Appropriations-in-Aid in connexion with Sub-head D.5, £1,000 and Sub-head E.1, £32,000) ...	33,000

I am to add, however, that My Lords observe with concern that the inclusion in the Estimate of the above sums for Sub-heads D.1 and D.5 will, together with the amounts to be included in respect of Sub-heads D.2, D.3, D.4, D.6, and D.7, result in a total for the whole of Sub-head D. of £515,830. This total is nearly £16,000 in excess of the figure of £500,000 which was agreed for 1928 and the immediately succeeding years (Treasury letter, 7th February, 1928—S. 17977/06‡).

My Lords must urge that every effort be made to reduce the actual expenditure in 1930 under this sub-head, so that it does not exceed £500,000. In this connexion I am to enclose a copy of a letter of even date which They have caused to be addressed to the Air Ministry.

I am also to transmit to you a copy of a letter of even date which My Lords have caused to be addressed to the War Office regarding expenditure under Sub-head E.1. Pending a decision as to the incidence of the cost of the British forces in

* No. 29. † No. 49. ‡ No. 1 in Middle East No. 19.

Palestine arising out of the recent disturbances, the provision in Sub-head M. (Appropriations-in-Aid) for recovery from Palestine of the excess cost of British forces in Palestine and Trans-Jordan has been left at the original figure of £32,000, representing the estimated excess cost of a normal British garrison.

Copies of this letter have been sent to the Air Ministry and War Office.

I am, &c.,
R. V. NIND HOPKINS.

Enclosure 1 in No. 50.

S. 17977/08.

SIR, 11th March, 1930.

I AM directed by the Lords Commissioners of His Majesty's Treasury to transmit herewith, for the information of the Air Council, copy of a letter of even date which They have caused to be addressed to the Colonial Office regarding the provisions to be made under Sub-heads D.1 ('Iraq Defence), D.5 ('Iraq Levies), E.1 (Palestine and Trans-Jordan Defence), and M. (Appropriations-in-Aid) of the Colonial and Middle Eastern Services Estimate for 1930. The £174,000 provided under Sub-head E.1 includes £94,000 payable to the Air Ministry.

My Lords request that you will draw the attention of the Council to the observations contained in that letter regarding the estimated total expenditure on Sub-head D. ('Iraq), amounting to £15,830 in excess of the agreed figure of £500,000. They will be glad to be informed what reduction can be made in the estimated expenditure so as to confine the total within that agreed figure. In this connexion I am to refer to Air Ministry letter to the Colonial Office of the 14th February, 1930,* and to state that My Lords would be glad to be supplied at an early date with an explanation of the increased provision of £30,000 for capital works in 'Iraq, particularly in view of the uncertainties as to the work requirements of the Royal Air Force in 'Iraq after the entry of 'Iraq into the League of Nations in 1932.

I am, &c.,
R. V. NIND HOPKINS.

The Secretary,
Air Ministry.

Enclosure 2 in No. 50.

(S. 17977/08.)

SIR, 11th March, 1930.

I AM directed by the Lords Commissioners of His Majesty's Treasury to transmit herewith, for the information of the Army Council, copy of a letter of even date which They have caused to be addressed to the Colonial Office regarding, *inter alia*, the provision to be made under Sub-head E.1 (Palestine and Trans-Jordan Defence) of the Estimate for Colonial and Middle Eastern Services for 1930. The figure of £174,000 which has been inserted under that Sub-head includes £80,000 for repayment to the War Office, and £28,000 for repayment to the Air Ministry of the cost of works services for Army troops in Palestine.

In this connexion I am to refer to the second paragraph of War Office letter to the Colonial Office of the 13th February, 1930,† and to request that My Lords may be supplied with a statement in justification of the figure of £40,000 for wear and tear of stores, &c.

I am, &c.,
R. V. NIND HOPKINS.

The Under-Secretary of State,
War Office.

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* No. 48. † No. 47.

C. 79062/30 [No. 18].

No. 51.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 52.]

(No. 285.)

Downing Street, 24th April, 1930.

SIR,

I HAVE the honour to refer to my despatch Accounts No. 5 of the 4th July, 1929,* regarding the arrangements for payment to the Colonial Office of the contribution due by the Government of Palestine to His Majesty's Government in respect of the cost of defence, and to inform you that, pending a decision as to the incidence of the cost of the British Forces in Palestine arising out of the recent disturbances, the Lords Commissioners of His Majesty's Treasury sanctioned the inclusion in the Estimate for Colonial and Middle Eastern Services, 1930, of a sum of £32,000 representing the estimate given by the Air Council in October last of the excess cost, excluding the estimated capital cost of Works Services to be carried out in Trans-Jordan, of the British Forces normally stationed in Palestine and Trans-Jordan over the cost of such Forces if stationed in Great Britain, for which an equivalent contribution is made from Palestine revenues.

2. This figure has now been revised and the latest estimate of the excess cost is £33,500, which includes an estimated amount of £4,000 for capital works in Palestine.

3. I shall be glad to learn from you whether you agree to the continuance of the accounting arrangements made for the year 1929-30. If so, the Crown Agents for the Colonies will be requested to pay to the Colonial Office in four quarterly instalments the estimated contribution of £33,500 for the year 1930-31, subject to any necessary adjustment when the actual excess cost is ascertained.

I have, &c.,
PASSFIELD.

C. 79062/30 [No. 23].

No. 52.

PALESTINE.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 26th May, 1930.)

(No. 429.)

Government Offices, Jerusalem, 14th May, 1930.

MY LORD,

I HAVE the honour to refer to Your Lordship's despatch No. 285 of the 24th April, 1930,† regarding the arrangements for payment to the Colonial Office of the contribution due by the Government of Palestine to His Majesty's Government in respect of the cost of defence, and to inform Your Lordship that I agree that the accounting arrangements made for the year 1929-30 shall apply to the payment of the estimated contribution of £P.33,500 for the year 1930-31.

2. I note that the payment is to be subject to any adjustment of the amount of contribution which may be necessary when the actual excess cost to His Majesty's Government of defence in Palestine and Trans-Jordan during 1930-31 is ascertained.

I desire, however, to add that my agreement to the continuance of the accounting arrangements previously in force is on the assumption that the whole question of the contribution by this Government to that cost remains undecided and that the decision will not be prejudiced by my agreement.

I have, &c.,
J. R. CHANCELLOR,
High Commissisoner for Palestine
and Trans-Jordan

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* No. 78 in Middle East No. 29.

† No. 51.

C. 88037/31 [No. 2].

No. 53.

AIR MINISTRY to COLONIAL OFFICE.

SIR,

Air Ministry, London, W.C.2, 3rd January, 1931.

WITH reference to your letter of the 27th November last,* I am commanded by the Air Council to acquaint you, for the information of the Secretary of State for the Colonies, that the Air Officer commanding, 'Iraq, has reported the receipt from India of arrear claims (mainly on account of mustering-out concessions) in respect of Indian troops formerly in 'Iraq, which, together with sums already paid and further claims now expected to be received within the current financial year, amount to a sum of about £32,000.

The total provision in estimates (including the supplementary estimate) for charges of this nature is £12,000, and this sum includes £5,000 in respect of leave passage concessions, which, so far as can now be foreseen, is not likely to be presented during the current financial year.

The position, therefore, assuming that the Indian claims are correct, is that there is likely to be a deficiency of approximately £20,000 on this item during the current financial year.

I am to state that there is no likelihood of any money being available from any sub-heads of the Colonial and Middle Eastern Vote with which the Air Ministry is concerned, and to inquire to what extent, if any, it is possible to meet these claims from surpluses on other sub-heads of the Vote.

If it should not be practicable to settle in this year all the claims received it will be necessary to increase the provisional estimate for 1931 for arrear charges in respect of Indian troops not only by £5,000 in respect of the leave passage concessions, and by at least such sum by which the payments made during this year fall short of the sum of £32,000.

The whole question of future charges of this nature is the subject of correspondence between this department and the India Office.

I am, &c.,
J. A. WEBSTER.

Sub-head E.2.—Trans-Jordan Frontier Force.

C. 69478/29 [No. 1].

No. 54.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 3 p.m., 10th October, 1929.)

TELEGRAM.

[*Answered by Nos.* 55 *and* 132.]

No. 54. TREASURY require submission of Estimates for 1930 by 1st November. Please telegraph by 25th October:—

(*a*) Total estimated expenditure on Trans-Jordan Frontier Force from 1st April, 1930, to 31st March, 1931, in order that the question of a grant-in-aid may be considered. Expenditure, if any, in 1930 on barracks at Ma'an—see your despatch 668 of 13th July†—should be shown separately.

(*b*) Total estimated revenue and expenditure of Trans-Jordan Administration for 1930-31 and estimated surplus balance as at 31st March, 1930.

Detailed estimates should follow by mail as soon as possible.—PASSFIELD.

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* C. 79062/30 [No. 35]: not printed.

† C. 69434/29 [No. 8]: not printed.

C. 69477/29 [No. 2].

No. 55.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 7.20 p.m., 26th October, 1929.)

TELEGRAM.

[*Answered by No.* 76.]

(Extract.)

No. 76 of 26th October. Your telegram of 10th October No. 54.* (A) Trans-Jordan Frontier Force. Assuming that estimated expenditure on Trans-Jordan Frontier Force for 1930-1931 is on substantially the same basis as revised estimates for 1930 total estimated expenditure 1930-1931 will approximate to £P.196,000 including ordinary expenditure £P.179,000 and extraordinary expenditure £P.17,000. Estimated ordinary expenditure includes provision for (*a*) retention of Camel Company which it was proposed to convert into a Mechanized Company, (*b*) increase in present establishment of three Horse Companies by 30 troopers in each Company, (*c*) increase of one British Officer for each Company, and (*d*) minor alterations in Estimates consequent on revised proposals now being submitted to you. Estimated extraordinary expenditure includes £P.12,000 for accommodating additional Company. These Supplementary Estimates will result in increases of £P.41,000 under Head XIX and £P.12.000 under Head XXVII of draft Estimates for 1930 submitted to you.

The revised estimated expenditure for 1929-30 will exceed original estimate by £P.60,000 by reason of (1) purchase of vehicles for Mechanized Company (£P.31,000), (2) retention of Camel Company and immediate increase in establishment of Horse Companies referred to in my telegram No. 74 of 18th [?16] October† (£P.9,000), and (3) emergency measures, including reservists, pay, transport, and accommodation until 31st March next (£P.20,000). The grant of £P.24,000 for the year 1929-30 should consequently be increased to approximately £P.34,000 to cover one-sixth of increased expenditure. The revised estimated expenditure for 1929-30 also includes £P.600 for completion of Ma'an barracks.

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C. 69477/29 [No. 3].

No. 56.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3.25 p.m., 29th October, 1929.)

TELEGRAM.

No. 77 of 29th October. My telegram of 26th October No. 76.‡ Trans-Jordan Frontier Force. Regret that one item of estimated ordinary expenditure was inadvertently omitted. After Item "(*a*) Retention of Camel Company," please insert "(*b*) Additional Mechanized Company already approved." Thus Item (*b*) in my telegram becomes (*c*) whilst (*c*) and (*d*) become (*d*) and (*e*).

C. 69477/29 [No. 4].

No. 57.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 10.56 a.m., 30th October, 1929.)

TELEGRAM.

No. 78 of 30th October. My telegram 29th October No. 77§ was sent on a misapprehension. Please cancel. Provision for Mechanized Company included under Head XIX of the draft Estimates for 1930 submitted to you my telegram of 26th October No. 76‡ stands.

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* No. 54. † C. 69481/29 [No. 1]: not printed. ‡ No. 55. § No. 56.

C. 69477/29 [No. 5]

No. 58.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 31st October, 1929.

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, the accompanying copy of a telegram* from the High Commissioner for Palestine regarding the provision to be made in the Estimates for Colonial and Middle Eastern Services, 1930, for the grant-in-aid to the Trans-Jordan Frontier Force.

2. Their Lordships will observe that the total estimated expenditure on the Frontier Force during the ensuing financial year is estimated at £196,000. One-sixth of this sum falls to be contributed by His Majesty's Government, and, subject to their Lordships' concurrence, the sum of £33,000 has been inserted provisionally in the draft Estimates for 1930 as a grant-in-aid, pending the receipt of further information from Palestine. A copy of the original draft Estimates amounting to £P.143,031 is being made and will be forwarded to Their Lordships in the course of a few days.

3. I am, further, to draw Their Lordships' attention to the expected increase in expenditure during the current financial year, amounting to £60,000, and to suggest that, pending settlement of the question whether a supplementary Estimate for Colonial and Middle Eastern Services shall be presented before the close of the current financial year, the further sum of £10,000, representing one-sixth of the increase shall be provided provisionally in Estimates 1930, making a total grant-in-aid of £43,000 for the Trans-Jordan Frontier Force.

I am, &c.,
J. E. SHUCKBURGH.

C 69477/29 [No 7]

No. 59.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11th November, 1929.)

[*Answered by No.* 65.]

(Confidential.) High Commissioner's Office, Jerusalem,

MY LORD, 2nd November, 1929.

I HAVE the honour to refer to telegraphic correspondence on the subject of the reorganization of the Trans-Jordan Frontier Force ending with my telegram No. 79 of the 31st October† in which I promised to address you by despatch.

2. During the recent disturbances it has been necessary to employ certain units of the Trans-Jordan Frontier Force on the Palestine side of the Jordan Valley to prevent incursions of Arabs from Trans-Jordan into Palestine. I consider, and the Air Vice-Marshal agrees with me, that it will be necessary to retain these units in Palestine during the coming winter. It is probable that it will be found necessary permanently to station two Companies of the Frontier Force in the Jordan Valley.

3. At the same time in view of the present situation in the Hejaz and of a recrudescence of raiding upon the southern boundaries of Trans-Jordan, it has been found necessary to make a re-arrangement of the forces in that region in order to afford the Beduin some measure of protection from raiders. For that purpose the Camel Company has recently been sent to Ma'an in place of the horsed Company, which was unable to operate in the desert to the east of the Railway.

4. I consider that it is essential that the establishment of the Trans-Jordan Frontier Force should be so increased as to permit of the continued employment in Palestine of the units now in the Jordan Valley without depriving Trans-Jordan of a mobile cavalry force available to act in support of the Arab Legion in the interior of that country.

5. In these circumstances I recommend—

(*a*) that the establishment of troopers in the three existing horsed Companies should be increased from 114 to 144;

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* No. 55. † C. 69477/29 [No. 6]: not printed.

(*b*) that the Mechanized Company (which it was proposed to form from the present Camel Company) should be formed as a new unit;
(*c*) that the Camel Company should be retained for the present, and should be converted into a Mechanized Company if and when the success of the first Mechanized Company is assured;
(*d*) that the establishment of British Officers should be increased by the addition of one Company Officer per Company;
(*e*) that the advisability of adding two British Staff-Sergeants (Mechanists) to the Establishment of the Mechanized Company should be considered;
(*f*) that in order immediately to provide a complete horsed Company for use in Trans-Jordan the first horsed Company should be increased to the higher establishment mentioned in 5 (*a*) above as soon as possible.

6. As stated in my telegram No. 74 of the 16th October,* I have already, in anticipation of Your Lordship's sanction, authorized the increase of the establishment of troopers of one of the horsed Companies from 114 to 144 men. In view of the necessity for providing accommodation for the winter for the Trans-Jordan Frontier Force Units now in the Jordan Valley I have authorized the necessary provision to be made.

7. I enclose a Statement† showing the increased expenditure involved by these recommendations above the provision made in the draft estimates for 1930 already submitted to Your Lordship. That Statement shows an increase over that provision of £P.41,012 under Head XIX and £P.11,540 under Head XXVI. In addition, it is estimated that expenditure will exceed the estimates by £P.9,000 on account of the increase in the establishments and £P.7,500 by the provision of accommodation for the coming winter.

8. I have already addressed Your Lordship in my telegrams No. 76 of the 26th October‡ and No. 79 of the 31st October last§ on the subject of the grant-in-aid of this expenditure required from the Imperial Government.

9. I should be grateful for Your Lordship's telegraphic approval of the proposals set out in this despatch.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

C. 69481/29 [No. 10].

No. 60.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 18th November, 1929.)

[*Answered by No.* 71.]

(Confidential.)

MY LORD, High Commissioner's Office, Jerusalem, 9th November, 1929.

I HAVE the honour to refer to my Confidential despatch of the 2nd November, 1929,‖ regarding the reorganisation of the Trans-Jordan Frontier Force and to inform Your Lordship that, for the purpose of providing winter quarters for two Companies of the Force in the Jordan Valley, as explained in paragraph 2 of my despatch under reference, I have authorized the expenditure of £P5,000 and £P2,500 for the construction of camps at Beisan and Semakh respectively.

2. This expenditure has been classified under Head of Estimates XXXI: Trans-Jordan Frontier Force Extraordinary, 1929; Sub-heads: Construction of Camp for Trans-Jordan Frontier Force at Beisan and Construction of Camp for Trans-Jordan Frontier Force at Semakh.

3. I shall be glad to receive Your Lordship's approval of the expenditure incurred.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

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* C. 69481/29 [No. 1]: not printed. † *See* page 24. ‡ No. 55.
§ C. 69477/29 [No. 6]: not printed. ‖ No. 59.

C. 69481/29 [No. 11].

No. 61.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 4.55 p.m., 3rd December, 1929.)

TELEGRAM.

3RD DECEMBER. No. 91. Your telegram 22nd November, No. 65.* I note that the question of retention of the Camel Company must be reviewed in conjunction with the wider question of future security Forces in Palestine and Trans-Jordan.

Whatever may be the decision on that question, in view of the strength in which raids from Hedjaz are being undertaken, it is necessary that two Companies of the Trans-Jordan Frontier Force should be capable of undertaking desert operations

For such operations Horse Companies are not fitted.

Companies for desert operations must, therefore, be either Mechanized or Camel Companies or one of each.

If first Mechanized Company proves as successful as it is hoped a Camel Company would be converted into second Mechanized Company.

If scheme for reorganization should ultimately require disbandment of one Company of Trans-Jordan Frontier Force, a Horse Company must be disbanded.

This will, however, require careful consideration in view of the fact that during the rainy season when communications are difficult Horse Company is the most mobile form of military unit for operations in Palestine and Trans-Jordan west of Hedjaz Railway.

As regards British officers, even though it may be possible to arrange secondment for period of one year, I am advised that such officers would be of little use owing to their ignorance of language and local conditions.

C. 69481/29 [No. 12].

No. 62.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 68.]

SIR, Downing Street, 17th December, 1929.

WITH reference to Mr. Upcott's letter No. S. 33494 of the 5th September,† regarding the mechanization of one Company of the Trans-Jordan Frontier Force and the provision of second line transport for the remainder of the Force, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, copies of correspondence‡ with the High Commissioner for Trans-Jordan regarding a proposal to retain the Camel Company in being, and to form the Mechanized Company as an additional Unit. The matter has been discussed with representatives of the Air Ministry, and the Secretary of State's telegram of the 22nd November§ was sent with the concurrence of that Department. A copy of the statement mentioned in paragraph 7 of the High Commissioner's despatch of the 2nd of November‖ forms an enclosure to the letter from this Department of even date.

3. The question of the future composition of the Force will be considered in its relation to the wider question of the future security Forces in Palestine and Trans-Jordan, but, in order to provide for immediate requirements, I am now to request that Their Lordships may be moved to approve the increase in the establishment of each of the Horse Companies by 30 Troopers and the retention of the Camel Company as a temporary measure.

4. As Their Lordships will observe from the High Commissioner's telegram No. 76 of the 26th October,¶ which formed an enclosure to the letter from this Department of the 31st October,** account of this expenditure has been taken in calculating the figures mentioned in the second paragraph of that letter.

I am, &c.,
O. G. R. WILLIAMS.

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* C. 67411/4/29 [No. 515]: not printed. † C. 69419/29 [No. 22]: not printed.
‡ C. 69481/29 [Nos. 1, 4, 8, 9]: not printed, and No. 61. § C. 69481/29 [No. 9]: not printed.
‖ No. 59. ¶ No. 55. ** No. 58.

C. 69481/29 [No. 13].

No. 63.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 67.]

Downing Street, 17th December, 1929.

SIR,

WITH reference to the letter from this Department of the 31st October,* regarding the Grant-in-Aid of the Trans-Jordan Frontier Force for 1930, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of a despatch† from the High Commissioner for Trans-Jordan regarding expenditure incurred on the construction of camps at Beisan and Semakh for the purpose of providing winter quarters for two Companies of the Trans-Jordan Frontier Force in the Jordan Valley.

2. In this connection I am to invite attention to Sir John Chancellor's Confidential despatch of the 2nd November,‡ a copy of which accompanies the letter from this Department of the 17th of December,§ and to state that Lord Passfield considers it necessary, in present circumstances, that two Companies of the Force should be stationed in the Jordan Valley. Subject to Their Lordships' concurrence, therefore, he proposes to approve the proposed expenditure.

3. I am to add that this expenditure forms part of the anticipated excess during the current financial year referred to in the last paragraph in the letter from this Department under reference.

I am, &c.,
O. G. R. WILLIAMS.

C. 69477/29 [No. 10].

No. 64.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 77.]

Downing Street, 18th December, 1929.

SIR,

WITH reference to the letter from this Department of the 31st October,* I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of the original draft estimates‖ of the Trans-Jordan Frontier Force, together with a statement¶ of increases and decreases rendered necessary by the proposals for the reorganization of the Force which are being communicated to Their Lordships separately.

2. Their Lordships will observe that the original figures as shown in the first two enclosures, viz. :—

£P.138,091 under Head XIX and
£P. 4,940 ,, ,, XXVII,

together with the net increase of

£P.41,012 under Head XIX and
£P.11,540 ,, ,, XXVII,

amount to the sum of £P.195,583 and say £P.196,000 referred to in paragraph 2 of the letter from this Office of the 31st October last.

3. These estimates are at present being examined in this Department and a further letter with regard to them will be addressed to you in due course.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 58. † No. 60. ‡ No. 59. § No. 62. ‖ *See* page 21. ¶ *See* page 24.

C. 69477/29 [No. 12].

No. 65.

TRANS-JORDAN

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 97.]

(Confidential "A.")

Downing Street, 16th January, 1930.

SIR,

I HAVE the honour to refer to your Confidential despatch of the 2nd November* with which was transmitted a statement showing the additional estimated expenditure involved by reason of the proposals for the increased establishment of the 3 Horse Companies of the Trans-Jordan Frontier Force and the retention of the Camel Company.

2. I observe that in Item 24 of the revised estimates provision has been made for the promotion of the Pay Office Clerk and the Medical Sergeant to the rank of Warrant-Officer. No separate recommendation with regard to the promotion of the Pay Office Clerk appears to have been submitted to me, and it was not clear from your Confidential despatch of the 20th of December, 1928,† that you intended that British Warrant-Officer Brailsford should retain his status of Warrant-Officer on his appointment as Medical Staff Sergeant. I shall therefore be glad to be furnished with further information on these points.

3. I shall also be glad to learn why the rate of pay of Drivers, Mechanical Transport, Item 52, has been fixed at £12 per mensem as against £10 per mensem provided in last year's Estimates.

I have, &c.,
PASSFIELD.

C. 69477/29 [No. 13].

No. 66.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 77.]

Downing Street, 17th January, 1930.

SIR,

WITH reference to the third paragraph of the letter from this Department of the 18th December‡ regarding the draft Estimates of the Trans-Jordan Frontier Force for 1930, I am directed by Lord Passfield to request you to inform the Lords Commissioners of the Treasury that the details of the Estimates have now been examined in this Department and are considered generally satisfactory. Their Lordships will be aware that the considerable increase over the amount provided in the current year's Estimates is due to the fact that, in view of the recent disturbances, Sir J. Chancellor has found it necessary to put forward certain proposals regarding the reorganization of the Force including the retention of the Camel Company and the increase in the establishment of the 3 Horse Companies.

2. As Their Lordships have already been informed, the question of the future permanent establishment of the Force will be considered in its relation to the wider question of the Public Security Forces in Palestine and Trans-Jordan, and Their Lordships will be kept informed of any proposals in this connection which may affect the establishment of the Trans-Jordan Frontier Force

3. With regard to Item 24 of the revised Estimates, it will be observed that provision has been made for the promotion of the Pay Office Clerk and the Medical Staff Sergeant to the rank of Warrant-Officer. The Secretary of State's approval for these promotions does not appear to have been sought previously, and he is therefore asking the High Commissioner for further information on this point.

4. He is also inquiring why the pay for Drivers mentioned in Item 52 of the Estimates has been fixed at £12 per mensem as against £10 per mensem provided in last year's Estimates.

5. Subject to satisfactory replies to these details, Lord Passfield would be glad if Their Lordships would approve the revised Estimates on the understanding that the increases in the Establishment of the Frontier Force are to be regarded as temporary pending a decision on the wider questions of the strength of the garrison to

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* No. 59. † C. 59487/28 [No. 9] : not printed. ‡ No. 64.

be maintained in Palestine and Trans-Jordan and on the reorganization of the Public Security Forces.

The revised total expenditure is as follows:—

	Head XIX. £P.	*Head XXVII.* £P.
Originally proposed	138,091	4,940
Additions consequent on reorganization proposals contained in High Commissioner for Trans-Jordan's despatch, Confidential, of 2nd November, 1929*	41,012	11,540
Total	£P.179,103	16,480

£P.195,583,
say £P.196,000

6. A further letter will be addressed to Their Lordships in regard to the amount of the grant-in-aid of the Force for 1930 as soon as reliable information is received as to the additional expenditure incurred in the current financial year as a result of the recent disturbances in Palestine.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 4].

No. 67.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 104.]

(S. 33690.)

Treasury Chambers, 22nd January, 1930.

Sir,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams's letter of the 17th December, 1929,† enclosing a copy of a despatch from the High Commissioner for Trans-Jordan, regarding expenditure incurred on the construction of camps at Beisan and Semakh for the purpose of providing winter quarters for two Companies of the Trans-Jordan Frontier Force in the Jordan Valley.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords give Their covering sanction for the expenditure on these camps of £P5,000 and £P2,500 respectively, as a charge against Head XXXI. of the Palestine Estimates, 1929 (Trans-Jordan Frontier Force Extraordinary). This sanction is given on the understanding that no increase in the grant-in-aid provided in the current year's vote for Colonial and Middle Eastern Services will be necessary.

I am, &c.,
R. V. NIND HOPKINS.

C. 79408/30 [No. 5].

No. 68.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 79.]

(S. 33494.)

Treasury Chambers, 22nd January, 1930.

Sir,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams's letter of the 17th December, 1929,‡ enclosing copies of correspondence with the High Commissioner for Trans-Jordan regarding proposals for an increase in the establishment of the Trans-Jordan Frontier Force.

* No. 59. † No. 63. ‡ No. 62.

My Lords note that it has been found necessary to retain two Horse Companies in the Jordan Valley, where British troops cannot be stationed, to prevent incursions of Arabs from Trans-Jordan into Palestine, and that the Camel Company has been sent to Ma'an to deal with raiding on the Southern boundary of Trans-Jordan. The High Commissioner, in anticipation of authority, has increased the establishment of troopers of one of the Horse Companies by 30 from 114 to 144, and proposes a similar increase in the establishment of each of the other two Horse Companies. He proposes further that the Camel Company should be retained during and after the formation of the Mechanized Unit which was to replace it under the scheme for the reorganization of the Force sanctioned by Treasury letter S.33494 of the 9th September, 1929.* These proposals, which have the concurrence of the Air Ministry, are supported by the Secretary of State for the Colonies.

In reply I am to request you to inform Lord Passfield that, as a temporary measure, pending the settlement of the future requirements of the Force, My Lords sanction the adoption of the High Commissioner's proposal subject to yearly enlistment of native personnel and to general review after not more than 12 months. As regards British officers, if the Secretary of State is satisfied that it is necessary in order to obtain satisfactory results that they should be seconded for 2 years instead of one, My Lords will not object, subject to the usual proviso reserving power to the Secretary of State to terminate their engagement at an earlier date if necessary.

This sanction is given on the understanding that no increase in the grant-in-aid provided on the current year's vote for Colonial and Middle Eastern Services will be necessary.

I am, &c.,
R. V. NIND HOPKINS.

C. 79408/30 [No 6].

No. 69.

MR. E. R. DARNLEY (COLONIAL OFFICE)

to

MR. F. SKEVINGTON (TREASURY).

[*Answered by No.* 70.]

Dear Skevington,

Downing Street, 29th January, 1930.

WITH reference to our conversation of the 27th of January with regard to Treasury letter S.33494 of the 22nd of January,† about the proposals for the increase in the establishment of the Trans-Jordan Frontier Force, I am afraid that our official letter of the 17th of December‡ was not as specific as it might have been in its request for sanction.

You will see that the High Commissioner in paragraph 5 of his despatch of the 2nd November,§ which formed an enclosure to our letter, made six proposals, to all of which, however, we did not specifically refer in our letter. I had, however, some conversation on the telephone with, I believe, Waterfield, regarding the normal tour of duty of British officers, and the possibility of terminating an officer's appointment before the expiry of the normal period of two years should necessity arise.

It was intended that all the High Commissioner's proposals, including (*d*) and (*e*), namely, the increase in the establishment of British officers by one Company Officer per Company, and the addition of two British Staff Sergeants to the establishment of the Mechanized Company, should receive sanction as a temporary measure.

As I mentioned to you, we have discussed the matter with the Air Ministry and they agree that these proposals are sound and should be approved, (*e*) being subject to revision say in 2 years' time.

You said that, so far as you could recollect, your intention was to approve the proposals put up to you; but that the matter had better be cleared up by semi-official correspondence.

* C. 69494/29 [No. 22]: not printed. † No. 68. ‡ No. 62.
§ C. 69481/29 [No. 9]: not printed.

I shall be glad if you will confirm as soon as possible that we can regard these two proposals as approved, as we wish to telegraph to the High Commissioner, who has sent us a reminding telegram, at a very early date.

Yours, &c.,
E. R. DARNLEY.

C. 79408/30 [No. 8].

No. 70.

MR. F. SKEVINGTON (TREASURY)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

(S. 33494.) Treasury Chambers, 5th February, 1930.

Dear Howard,

I WRITE in confirmation of our telephone conversation yesterday evening to say that the Treasury sanction of the 22nd January, 1930,* for increases in the establishment of the Trans-Jordan Frontier Force may be regarded as covering the proposals (*d*) and (*e*) of the High Commissioner's despatch of the 2nd November, 1929,† referred to in your letter of the 29th January, 1930,‡ for increasing the establishment of British Officers by one Company officer per Company, and for the addition of two British Staff Sergeants (Mechanists) to the establishment of the Mechanized Company.

Yours, &c.,
F. SKEVINGTON.

C. 79408/30 [No. 7].

No. 71.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 12.35 p.m., 6th February, 1930).

TELEGRAM.

[*Answered by No.* 75.]

No. 5. Your telegram 16th January, No. 4.§ I approve proposed increase in establishment of Troopers in three Horse Companies and the retention of Camel Company as a temporary measure, subject to yearly enlistment of native personnel and to general review after not more than twelve months. I also agree to proposals (*d*) and (*e*) of paragraph 5 of your despatch Confidential of 9th November.‖

As regards British officers for Mechanized Company, I have in view likely candidate with requisite mechanical knowledge, but he will be a Major within a year and is, therefore, too senior for Second-in-Command. Subject to your concurrence, I shall endeavour to secure him to command Mechanized Company, and shall in addition endeavour to recruit two Captains with suitable qualifications for this Company.

In view of approval of your proposal to add one British officer to each Company, I presume you will require four more Captains for remaining four Companies and one other to fill Atkins' vacancy. On receipt of reply I will at once proceed with selection as to which I anticipate no difficulty. As regards recruitment of two British Staff Sergeants referred to in last paragraph of your telegram No. 4 of 16th January, have you any candidates you desire to recommend? If not, I will approach War Office. Telegraph reply.—PASSFIELD.

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* No. 68. † C. 69481/29 [No. 9] : not printed. ‡ No. 69. § C. 79408/30 [No. 1] : not printed.
‖ No. 60.

C. 79432/30 [No. 1].

No. 72.

TRANS-JORDAN

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 1.41 p.m., 7th February, 1930.)

TELEGRAM.

[*Answered by No.* 87.]

No. 11 OF 7TH FEBRUARY. Request advance approval to expend provision in draft Estimates under Head 27, Trans-Jordan Frontier Force, Extraordinary Items 1 and 6.

Installation of pumping machinery is urgently required to ensure adequate water supply during the summer and as measure of economy. Moreover, present spring is contaminated.

The road at Zerka must be metalled without delay to take heavy motor vehicles which are to arrive shortly.

C. 79432/30 [No. 2].

No. 73.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 14th February, 1930.

WITH reference to the letter from this Department of the 17th January* regarding the draft Estimates of the Trans-Jordan Frontier Force for 1930, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of a telegram† from the High Commissioner for Trans-Jordan requesting advance approval to expend the provision made under Items 1 and 6 of Head XXVII of the Palestine Estimates, viz :—

Pumping Plant, Zerka	...	...	...	£P.1,750
Metalling Roads, Zerka	...	...	...	£P. 250

2. Subject to Their Lordships' concurrence, the Secretary of State proposes to give the High Commissioner the authority for which he asks on the understanding that His Majesty's Government's share of one-sixth of the cost will be met from provision made in the Colonial and Middle Eastern Services Vote for 1930 under the Sub-head E.2, Trans-Jordan Frontier Force (Grant-in-Aid).

I am, &c.,
O. G. R. WILLIAMS.

C. 79432/30 [No. 3].

No. 74.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 77.]

SIR, Downing Street, 15th February, 1930.

I AM directed by Lord Passfield to refer to the letters from this Department dated 31st October, 1929,‡ and 17th January, 1930,§ regarding the provision to be made under Sub-head E.2 (Trans-Jordan Frontier Force, Grant-in-Aid) of the Estimates for Colonial and Middle Eastern Services for 1930.

2. In the last paragraph of the letter of 17th January referred to above it was stated that a further communication would be addressed to Their Lordships in regard to this sub-head as soon as reliable information was received as to the additional expenditure incurred in the current financial year as a result of the recent disturbances in Palestine, and progress of reorganization of the Force. This statement was based on the assumption that such additional expenditure would be met by increased provision in the 1930 Estimates, and it will be recalled that a sum of £10,000 had been provisionally included therefor in the figure of £43,000 submitted in the letter from this Department dated 31st October, 1929, referred to above.

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* No. 66. † No. 72. ‡ No. 58. § No. 66.

3. In view, however, of the subsequent decision to meet this additional expenditure by providing £10,000 in a supplementary estimate for 1929, I am to state, for the information of the Lords Commissioners of His Majesty's Treasury that the figure of £43,000 should now be reduced by £10,000, and I am accordingly to request Their Lordships' sanction for the insertion of the sum of £33,000 for this service in the Estimates for 1930.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 9].

No. 75.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 9.0 a.m. 15th February, 1930.)

TELEGRAM.

[*Answered by No.* 83.]

No. 14. 14TH FEBRUARY. Your telegram 6th February. No. 5.* Do you intend that proviso for yearly enlistment of native personnel shall apply to additional troopers for the Horse Companies as well as for the Camel Companies? I am informed that it is not practicable to enlist troopers for the Horse Companies for less than three years. I am proceeding with enlistment of men for the Camel Company for one year only. I am informed that it is essential that Commander of Mechanized Company should have experience of desert conditions, local personnel, and language; and therefore it is desirable that the present Officer Commanding the Camel Company be transferred with his men to the Mechanized Company and that he should have amongst his Company Officers two regimental officers who have knowledge of supervision and administration of Mechanized Units each being responsible for one half-company.

It is proposed to abolish existing appointment of Machine Gun Officer. Seven British Company Officers are, therefore, required, viz., Mechanized Company, two, Mounted Companies four, to replace Atkins one. It is essential that two British Staff Sergeants for Mechanized Company shall be mechanicians and trained as soldiers as they will accompany the Unit in the field. Names of the following non-commissioned officers have been suggested as suitable: Sergeant Fletcher and Corporal Shaw, 2nd Battalion Royal Tank Corps.

C. 79432/30 [No. 4].

No. 76.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No 18.)

Downing Street, 20th February, 1930.

SIR,

I have the honour to refer to your telegram No. 76 of 26th October, 1929,† regarding the estimated expenditure on the Trans-Jordan Frontier Force in 1929 and 1930, in which it was stated that an excess expenditure of £P.60,000 would be incurred during the current financial year and that a total expenditure of £P.196,000 was estimated for 1930.

2. The Lords Commissioners of His Majesty's Treasury have recently decided to present to Parliament a supplementary estimate for Colonial and Middle Eastern Services for 1929, and a sum of £10,000 representing the portion (one-sixth) of the total excess which falls to be borne by His Majesty's Government, has accordingly been included in this estimate as a grant-in-aid towards the Trans-Jordan Frontier Force.

* No. 71. † No. 55.

3. As regards the provision to be made for 1930, I have the honour to inform you that a sum of £27,000, representing approximately three-quarters of one-sixth of £P.196,000 has been included in the estimate for Colonial and Middle Eastern Services, 1930, in respect of this service.

4. I have to explain that as the Palestine Estimates are now compiled for the calendar instead of the financial year it has been decided to include provision in the Colonial and Middle Eastern Services Vote for 1930 for 9 months to 31st December, 1930, only.

5. Provision for the whole of the calendar year 1931 will be made in Estimates 1931, and an instalment of the grant-in-aid in respect of expenditure incurred from January to March, 1931, will be paid as soon as possible after 1st April, of that year.

I have, &c.,
PASSFIELD.

C. 79432/30 [No. 6].

No. 77.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 88.]

(S. 34784.)

SIR,

Treasury Chambers, 27th February, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letters of the 18th December, 1929,* the 17th January, 1930,† and the 15th February, 1930,‡ regarding the estimates of expenditure on the Trans-Jordan Frontier Force for the year 1930, and the provision to be made for the grant-in-aid of that Force in Sub-head E. 2 of the Colonial and Middle Eastern Service Estimate for 1930.

In reply I am directed to request you to inform the Secretary of State for the Colonies that, following semi-official discussion it has been agreed that in future the grants-in-aid of the Force to be provided for in the Colonial and Middle Eastern Services Estimates shall be calculated by reference to the Palestine year of account (*i.e.*, the calendar year) to which the estimates of expenditure on the Force relate. As the grant provided in the Colonial and Middle Eastern Services Estimate for 1929 covered the period up to the 31st March, 1930, the amount to be provided in the Estimate for 1930 is calculated at £33,000 (one-sixth of the estimated expenditure for the year to 31st December, 1930) less £6,000 (the amount of the 1929 grant applicable to the quarter ending 31st March, 1930), and My Lords have accordingly caused the figure £27,000 to be inserted in the Estimate.

My Lords note from the letter of the 15th February, 1930, under reply, that the Secretary of State proposes to make inquiry about certain items in the schedule of alterations to the estimate enclosed in Mr. Williams' letter of the 18th December, 1929 They would be glad to learn also why it has been considered necessary in connexion with the sanctioned increases in establishment of the mounted companies to add a second Corporal of Mechanical Transport at the rate of £P.15 per mensem, and to promote three clerks on Grade III rates of pay to Grade II. As regards the estimates for the force contained in the printed Palestine Estimates for 1930 it is not clear to Their Lordships that Their sanction has been obtained for the additional appointment of two mechanics for the pumping plant at Zerka (Item 54), and They would be glad to be informed whether the personnel in Items 60, 61 and 62 represents new engagements, or transfers from the Estimates for the Trans-Jordan Administration. Subject to further inquiry on these points My Lords give Their sanction for the Estimates as submitted.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 64. † No. 66. ‡ No. 74.

C. 79443/30 [No. 1].

No. 78.

PALESTINE.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3rd March, 1930.)

(Secret. "A.")

Government Offices, Jerusalem, 22nd February, 1930.

MY LORD,

I HAVE the honour to address Your Lordship on the subjects of the apportionment of the cost of the Trans-Jordan Frontier Force as between Palestine and Trans-Jordan, and of the contribution paid to His Majesty's Government on account of the Imperial Forces stationed in Palestine.

2. In paragraph 5 of Article 22 of the Covenant of the League of Nations it is laid down that the Mandatory Power shall be responsible for the maintenance of public order in the mandated territory.

Article 17 of the Mandate empowers the Administration of Palestine to organize on a voluntary basis the forces necessary for the preservation of peace and order and also for the defence of the country subject to the supervision of the Mandatory. It is also laid down that nothing in Article 17 shall preclude the Administration of Palestine from contributing to the cost of the maintenance of the forces of the Mandatory in Palestine.

It is clear from these provisions that the ultimate responsibility for the defence of Palestine rests with the Mandatory; and it may fairly be claimed that, in view of Article 2 of the Mandate, Palestine should not be called upon to contribute towards the cost of the defence forces except in so far as she is able to do so without assuming a burden that would hamper her economic development or would be unduly oppressive upon the poorer classes of her population.

That point has now been reached.

3. The customs duties have from time to time been raised to meet the cost of maintaining public security and of the administrative services. These duties are notoriously high as compared with corresponding charges in Syria and Egypt and with the rates of duty enforced in Palestine before the British Occupation. There is therefore little scope for raising further revenue from that source.

Having regard to their limited consumption of commodities of foreign origin, the increase of the customs duties has affected the fellaheen and Beduin tribes in a less degree than the townspeople. But owing to the restricted markets for cereals due to foreign competition the earnings of the fellaheen have not risen in proportion to the increased cost of living. The fellaheen are at the present time not only impoverished but are heavily indebted to usurers.

4. Except for increased import duties on such commodities as petrol and excise duties on wines and spirits, which are not articles of necessity for the poorer classes, and increased duties on flour and wheat, which are in effect a protective measure to local cultivators, I am satisfied that no further increase of these taxes is possible.

It has been shown in my Secret despatch of to-day's date* that the possibilities of reduction of expenditure are limited; and notwithstanding the measures for increasing revenue, in regard to which I have addressed Your Lordship in a separate despatch, I am satisfied that Palestine is not in a position to meet unaided the burdens of maintaining the Police Force and of making a contribution on the present basis towards the cost of the Trans-Jordan Frontier Force and the Imperial Troops stationed in the country.

5. In his despatch Confidential of the 14th April, 1927,† Mr. Amery informed Lord Plumer that the division of the cost of the Force on the basis of five-sixths as a charge to Palestine and one-sixth as a charge to Trans-Jordan had been accepted as a permanent arrangement by the Lords Commissioners of the Treasury.

That charge imposed a severe burden upon Palestine finances, and it was possible to meet it only by denying provision for sorely needed public works and services.

Your Lordship has sanctioned the increase of the establishment of the British Section of the Palestine Police by 400 all ranks, thus involving this Government in increased annually recurrent charges amounting to approximately £P.100,000.

* C. 77089/30 [No. 9] in Middle East No. 41.

† C. 44102/27 [No. 25]: not printed.

Additions to the establishment of the Trans-Jordan Frontier Force have also been approved, the annual recurrent cost of which is estimated at approximately £P.40,000, without altering the proportion of shares payable by Palestine and Trans-Jordan.

It is manifestly impossible for Palestine to meet the charge for the increased establishment of the Police and to continue to pay so large a proportion of the cost of the Trans-Jordan Frontier Force as well as the present contribution towards the cost of the Royal Air Force and Armoured Car Units employed in Palestine and Trans-Jordan.

6. In determining the amount of the contributions to be made by the Imperial Treasury, the functions and purposes of the Trans-Jordan Frontier Force and the Imperial Forces must be taken into consideration.

In paragraph 4 of his despatch Confidential of the 14th April, 1927, Mr. Amery stated that the Trans-Jordan Frontier Force was raised and is available for the defence of both Palestine and Trans-Jordan. It is a joint force for the defence and preservation of order in either territory. I submit therefore that in calculating the share of the cost to be borne by Palestine the factors:—

(1) Whether the force is mainly stationed in Palestine or Trans-Jordan, and
(2) Whether the Force is more likely to be required for operations in Trans-Jordan than for operations in Palestine.

should be taken into account.

7. In my despatch Confidential of the 13th March, 1929,* after consultation with the officers concerned both in Palestine and Trans-Jordan, I expressed the view that the functions of the Trans-Jordan Frontier Force are to support the Arab Legion in maintaining internal order in Trans-Jordan and to protect Trans-Jordan and Palestine against external aggression, the chief danger being that of attack from beyond the southern and south-eastern borders of Trans-Jordan.

In my despatch Confidential of the 3rd January last,† I stated that it would not be prudent to use the Trans-Jordan Frontier Force for the suppression of internal disorder in Palestine, where inter-racial antagonism takes an acute form and where inter-racial feeling is likely to be fomented by religious propaganda.

So far as Palestine is concerned, therefore, the function of the Trans-Jordan Frontier Force is mainly to prevent raids into Palestine territory from Trans-Jordan; and even if Palestine did not exist the Trans-Jordan Frontier Force would have to be maintained for the protection of Trans-Jordan from incursions of Bedu from beyond her northern and southern borders.

8. The reorganized Trans-Jordan Frontier Force will consist of three Horse Companies, one Camel Company, and one Mechanised Company. Two Horse Companies are at present stationed in the Jordan Valley and the remaining Companies will be stationed at Zerka and Ma'an in Trans-Jordan.

Owing to the topographical formation of the country, it has been decided that the two Companies in the Jordan Valley should be stationed on the Palestine side of the river where they could operate more effectively in preventing incursions of hostile tribes or raiding parties into Palestine.

The Camel Company and the Mechanised Company are required for desert operations, which remotely concern Palestine and will be stationed at Ma'an.

9. In view of these considerations, I submit that, as a maximum, Palestine should not be required to bear more than two-fifths of the cost of the Trans-Jordan Frontier Force, *i.e.*, approximately the cost of the two Companies normally employed in the Jordan Valley, together with the cost of works services carried out in Palestine to accommodate them. And I would further propose that His Majesty's Government should agree, in principle, that Palestine should be charged the additional cost, over and above the normal expenditure on their maintenance only in respect of the Royal Air Force and Armoured Car Units actually stationed in Palestine.

At present the charge in respect of the Royal Air Force and Armoured Car Units includes those stationed in Trans-Jordan, notwithstanding the fact that the major services are rendered in Trans-Jordan where their services are in constant request.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine and Trans-Jordan.

* No. 56 in Middle East No. 21.

† C. 77023/30 [No. 9]: not printed.

C. 79408/30 [No. 10].

No. 79.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 80.]

Sir, Downing Street, 5th March, 1930.

With reference to your letter No. S.33494 of the 22nd January,* I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, copies of telegraphic correspondence† with the High Commissioner for Trans-Jordan regarding the increase in the establishment of the Trans-Jordan Frontier Force.

2. Their Lordships will observe that in accordance with the terms of paragraph 3 of the letter under reference, the increases were approved subject to yearly enlistment of native personnel. The High Commissioner now points out, however, that it is impracticable to enlist troopers for the Horse Companies for less than 3 years, and though the High Commissioner furnishes no explanation of this, the Secretary of State considers, and the Air Ministry who have been consulted agree that, in view of his knowledge of local conditions, &c., the High Commissioner's statement should be accepted.

3. I am accordingly to request that Their Lordships may be moved to agree to the additional troopers being enlisted for 3 years. In the event of it being ultimately decided that the increased establishment should not be maintained, it would no doubt be possible, by allowing time-expired men to take their discharge, to bring the establishment within a reasonably short time down to any reduced figure that may ultimately be decided upon.

I am, &c.,
O. C. R. WILLIAMS.

C. 79408/30 [No. 12].

No. 80.

TREASURY to COLONIAL OFFICE.

(S. 33494.)

Sir, Treasury Chambers, 15th March, 1930.

I have laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 5th March, 1930,‡ enclosing copies of telegraphic correspondence with the High Commissioner for Trans-Jordan regarding the increase in the establishment of the Trans-Jordan Frontier Force.

In reply I am directed to request you to inform the Secretary of State for the Colonies that, having regard to the views expressed by the High Commissioner as to the impracticability of recruitment for a shorter period, My Lords agree to the additional troopers for the Horsed Companies being enlisted for three years. They request, however, that They may be consulted as to re-engaging time-expired men for the Force, or replacing casualties, in connexion with the general review after not more than 12 months referred to in the Treasury letter (S. 33494) of the 22nd January, 1930,* which sanctioned the increase in the strength of these Companies.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 68. † Nos. 71 and 75. ‡ No. 79.

C. 79432/30 [No. 7].

No. 81.

TRANS-JORDAN.

The HIGH COMMISSIONER to the SECRETARY OF STATE.

(Received 12.15 p.m., 16th March, 1930.)

Telegram.

[*Answered by No.* 84.]

16th March. No. 25. My telegram 26th October No. 76,* and your telegram 20th February No. 10.† Expenditure on Trans-Jordan Frontier Force will exceed provision in the Estimates by £P.29,000 instead of £P.60,000 mentioned in my telegram under reference. Estimated under-expenditure is due to delay in approving increases in establishment of £P.8,000, economy in the hire of transport for emergency measures £P.5,000, and delay in purchase of vehicles and equipment for Mechanized Company £P.18,000. In accordance with your despatch 27th November, 1928, No. 113,‡ an experiment has been made in gelding of a batch of horses with successful results, and I am satisfied that Government ownership of all animals will result in greater military efficiency and, eventually, economy. I propose, therefore, subject to your approval, to purchase before 31st March next all privately-owned riding horses and camels in the Force. The estimated cost of purchase is £P.15,530, of which approximately £P.14,000 will be expended this year. In anticipation of your approval, and to enable payment before the end of the financial year, I have appointed a Board of Valuation.

As regards estimated expenditure Trans-Jordan Frontier Force for the financial year 1930-31 it will be necessary to re-vote £P.18,000 (which figure is subject to confirmation by the Crown Agents) in respect of unexpended provision in financial year ending 31st March for vehicles and equipment for the Mechanized Company and to supplement by £P.3,000 provision in respect of difference between the cost of hired transport and maintenance of motor transport owing to delay in arrival of vehicles, and by £P.1,000 for rations owing to operations.

It is also probable that accommodation estimated to cost £P.6,000 for one half-Company at Rosh Pinah will be necessary, but I shall address you separately on this proposal.

C. 79408/30 [No. 13].

No. 82.

TRANS-JORDAN.

The HIGH COMMISSIONER to the SECRETARY OF STATE.

(Received 12.45 p.m., 17th March, 1930.)

Telegram.

[*Answered by No.* 83.]

No. 26. 17th March. My telegram of 14th February, No. 14.§ Trans-Jordan Frontier Force recruitment of troopers is being delayed. I shall be glad of reply to paragraph 1 of my telegram.

C. 79408/30 [No. 14].

No. 83.

TRANS-JORDAN.

The SECRETARY OF STATE to the HIGH COMMISSIONER.

(Sent 5.0 p.m., 18th March, 1930.)

Telegram.

No. 16. Your telegram 17th March, No. 26.‖ Additional troopers for Horse Companies may be engaged for three years. Despatch follows.—Passfield.

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* No. 55. † C. 79023/30 [No. 12]: not printed. ‡ C. 59503/28 [No. 2]: not printed.
§ No. 75. ‖ No. 82.

C. 79432/30 [No. 7A].

No. 84.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 6.20 p.m., 21st March, 1930.)

TELEGRAM.

No. 17. YOUR telegram 16th March No. 25.* Understand from Crown Agents that expenditure on vehicles to 31st March will be about £22,500.

Purchase of animals is additional liability which will require Treasury sanction. Moreover, on information before me, I am not convinced of the advisability of action contemplated at present. No animals should therefore be purchased unless and until my approval is given.—PASSFIELD.

C. 79408/30 [No. 15].

No. 85.

TRANS-JORDAN

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 102.]

(No. 27.)

SIR, Downing Street, 24th March, 1930.

I HAVE the honour to refer to my telegram No. 16 of the 18th March,† informing you that the additional troopers for the Horse Companies of the Trans-Jordan Frontier Force may be engaged for a period of three years, and to transmit to you, for your information, a copy of the correspondence‡ with the Treasury on the subject.

2. I have to request that I may be consulted as to re-engaging time-expired men for the Force or replacing casualties, in connection with the general review after not more than twelve months referred to in the first paragraph of my telegram No. 5 of the 6th February.§

I have, &c.,
PASSFIELD.

C. 79432/30 [No. 8].

No. 86.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 4.45 p.m., 25th March, 1930.)

TELEGRAM.

[*Answered by No.* 91.]

No. 19. MY telegram No. 17 of 21st March.‖ I agree to purchase of animals before 31st March in respect of 2 Horse Companies and Camel Company. Having regard to possibility of mechanization of another horse Company, I do not consider further purchases desirable at present. Report in due course amount expended.

Grant-in-aid in 1929-30 cannot of course exceed £34,000.—PASSFIELD.

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* No. 81. † No. 83. ‡ Nos. 79 and 80. § No. 71. ‖ No. 84.

C. 79432/30 [No. 8A].

No. 87.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 7 p.m., 28th March, 1930.)

TELEGRAM.

No. 20. YOUR telegram 7th February, 11.* Provision in draft Estimates under Head 27, Trans-Jordan Frontier Force Extraordinary, Items 1 and 6, Pumping Plant Zerka and Metalling Roads, Zerka. Expenditure approved.—PASSFIELD.

C. 79432/30 [No. 9].

No. 88.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 93.]

SIR, Downing Street, 2nd April, 1930.

I AM directed by Lord Passfield to acknowledge the receipt of your letter No. S. 34784 of the 27th February† regarding the Estimates of expenditure on the Trans-Jordan Frontier Force for the year 1930, from which he notes that the figure of £27,000 has been inserted in Sub-head E.2 of the Colonial and Middle Eastern Services Estimate for 1930, for the grant-in-Aid of that Force for the nine months from the 1st of April to the 31st of December, 1930. A copy of a despatch addressed to the High Commissioner for Trans-Jordan on the 16th January‡ regarding certain items included in the estimate is enclosed herewith for Their Lordships' information.

2. With regard to the queries raised in the last paragraph of your letter, I am to explain that provision for one Corporal of Mechanical Transport was included in the 1929 Estimates and that the additional Corporal is required for the Mechanized Company of the Force. In this connection I am to invite Their Lordships' attention to the proposed establishment of the Mechanized Company mentioned in the enclosures to the letter from this Department of the 26th of August, 1929.§

3. The inclusion under Item 71 (6 Clerks Grade 2) of the three Grade 3 Clerks previously shown under Item 57 does not represent promotion, but is the result of a decision to assimilate the grades of pay of the Clerks serving with the Trans-Jordan Frontier Force to those of the Palestine General Clerical Service. Grade 2 of this Service with a salary scale of £180—£8—£276 appears to be the appropriate grade in which these clerks hitherto on the scale £190—£6—£240 should be placed.

With regard to Item 54 of the draft Estimates, I am to observe that provision to the extent of £1,750 for the installation of the pumping plant at Zerka appears under Item 1 of Head XXVII of the Palestine Estimates for 1930.

It has accordingly not been necessary to seek Their Lordships' authority for the two additional mechanics required for the maintenance of this plant at an earlier date.

5. I am to add that the personnel mentioned in Items 60, 61 and 62 do not represent re-engagements, but are transfers from the Trans-Jordan Administration Estimates of certain personnel employed on maintenance work connected with this Force. In this connection I am to invite attention to the letter from this Department of the 6th June, 1929,‖ and the Treasury reply No. S. 29304/3 of the 18th of June, 1929¶.

6. I am not to request that in view of the above explanations Their Lordships' approval of the Items mentioned above may be given.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 72. † No. 77. ‡ No. 65. § C. 69419/29 [No. 20]: not printed.
‖ C. 69454/29 [No. 4]: not printed. ¶ C. 69454/29 [No. 7]: not printed.

C. 79432/30 [No. 10].

No. 89.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 98.]

Downing Street, 2nd April, 1930.

SIR,

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, copies of telegrams* exchanged with the High Commissioner for Trans-Jordan regarding expenditure on the Trans-Jordan Frontier Force up to the 31st of March, 1930, and the question of the purchase before that date of the privately owned horses and camels in the Force.

2. In this connection, I am to forward, for Their Lordships' information, a copy of correspondence† with the Acting High Commissioner concerning the report of a Horse Breeding and Remount Committee appointed by Lord Plumer to consider *inter alia*, the advisability of gelding all horses of the Trans-Jordan Frontier Force, and the advantages and disadvantages of Government as against individual ownership of the animals, together with the financial effect thereof. Experiments having proved successful, and as it is considered that Government ownership will result in greater military efficiency and eventually economy, the High Commissioner proposed to purchase all the privately owned animals in the Force. Having regard, however, to the possibility of the extension of the policy of mechanization, should the first mechanized company prove a success, the Secretary of State considered that the purchase should be confined to those companies of the Force which are likely to be maintained permanently, namely, two Horse Companies and the Camel Company.

3. In view of the urgency of the matter, Their Lordships' concurrence in this proposal was obtained semi-officially, and I am now to request that formal approval may be given.

I am, &c.,
O. G. R. WILLIAMS.

C. 79432/30 [No. 11].

No. 90.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

Downing Street, 3rd April, 1930.

SIR,

I HAVE the honour to refer to your Confidential despatch of the 2nd of November last,‡ submitting recommendations for certain increases in the establishment of the Trans-Jordan Frontier Force, and enclosing a statement showing the increased expenditure involved thereby above the provision made in the draft Estimates for 1930 for the Trans-Jordan Frontier Force. My approval of the recommendations made in that despatch has already been communicated to you, and I now have the honour to address you with regard to the detailed Estimates of the Trans-Jordan Frontier Force as printed in the Palestine Estimates and as modified by the statements enclosed in your despatch.

2. I have already addressed you in my despatch Confidential A of 16th January§ as regards certain items in the Estimates and would further observe that the additional Corporal required for the Mechanized Company (Item 49, Revised Estimates), the inclusion under Item 71 of the three Grade III Clerks previously shown under Item 57, and the personnel mentioned in Items 60, 61 and 62 of the printed estimates are matters which are still the subject of correspondence with the Treasury, and I shall address you further in regard to these Items in due course.

3. Subject to the observations contained in the preceding paragraph and in the despatch therein referred to, I approve the above Estimates as submitted to me.

I have, &c.,
PASSFIELD.

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* Nos. 81, 84, and 86. † C. 59503/28 [Nos. 1 and 2] : not printed. ‡ No. 59. § No. 65.

C. 79432/30 [No. 12].

No. 91.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.53 a.m., 3rd April, 1930.)

TELEGRAM.

[*Answered by No.* 92.]

3RD APRIL. No. 27. Your telegram of 25th March, No. 19.* Arrangements were made to purchase before 31st March last 304 picked horses and 90 camels at a total cost of £P.10,110, leaving 168 privately owned horses on the establishment. The Camel Company is 30 camels under strength and purchase of remounts was not possible before 31st March. Authority is sought to purchase, in 1930-1931, 30 camels at a total estimated cost of £P.450, also to purchase 18 horses belonging to Regimental Headquarters at an estimated cost of £P.600.

C. 79432/30 [No. 13].

No. 92.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 4.30 p.m., 7th April, 1930.)

TELEGRAM.

No. 23. YOUR telegram 27, 3rd April.† I approve purchase in 1930-31 of 30 camels and 18 horses.—PASSFIELD.

C. 79432/30 [No. 15].

No. 93.

TREASURY to COLONIAL OFFICE.

(S. 34784.)

Treasury Chambers, 12th April, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 2nd April, 1930,‡ further regarding the Estimates of expenditure on the Trans-Jordan Frontier Force for the year 1930, and enclosing a copy of a despatch which has been addressed to the High Commissioner on the subject.

In reply I am directed to request you to inform the Secretary of State for the Colonies that My Lords now give Their sanction for the inclusion in the Estimate of those items which were reserved for further inquiry in the last paragraph of Treasury letter of the 27th February, 1930 (S.34784).§

I am, &c.,
R. V. NIND HOPKINS,

C. 79408/30 [No. 16].

No. 94.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 14th April, 1930.)

[*Answered by Nos.* 96, 106, *and* 114.]

(Secret "A.")

High Commissioner's Office, Jerusalem, 5th April, 1930.

MY LORD,

I HAVE the honour to refer to my despatch Secret "A" of the 29th March,‖ on the subject of the military dispositions which have now been adopted in connexion with the defence scheme for Palestine.

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* No. 86. † No. 91. ‡ No. 88. § No. 77. ‖ C. 77023/30 [No. 58] : not printed.

2. In accordance with these dispositions it is proposed that two Companies of the Trans-Jordan Frontier Force shall be permanently stationed in the Northern Jordan Valley area with a distribution as follows :—

Beisan : One half-company, mounted.
Jisr Mejamieh : Company headquarters : one half-company mounted.
Semakh : Company headquarters : one half-company mounted.
Rosh Pinah : One half-company mounted.

3. This proposal will entail : (i) the improvement of the temporary accommodation already existing at Beisan, Samakh, and Jisr Mejamieh, with a view to rendering those camps semi-permanent and suitable as hot weather quarters; and (ii) the construction of a new camp at Rosh Pinah.

4. In my Confidential despatch of the 9th November, 1929,* I reported to Your Lordship that I had authorized the issue of two special warrants for £P5,000 and £P2,500, or a total of £P7,500, for the construction of winter camps at Beisan and Semakh respectively.

It has since been found necessary to increase this provision by £P2,000 in order (*a*) to provide temporary accommodation for company headquarters and two mounted sections whom it was found necessary to transfer from the detachment at Semakh to Jisr Mejamieh; and (*b*) to cover the cost of the railway freight for the materials used in the construction of the camps.

The total expenditure, therefore, which has been incurred in providing temporary winter accommodation at the three camps Beisan, Semakh, and Jisr Mejamieh, amounts to £P9,500, and in anticipation of Your Lordship's approval, I have authorized that expenditure.

The incidence of cost as between the three camps is as follows :—

	£P.
Semakh Camp	1,700
Beisan Camp	4,200
Jisr Mejamieh Camp	3,600
	£P.9,500

5. In view, however, of the circumstances explained in paragraphs 2 and 3 of this despatch it will now be necessary to make provision for additional expenditure as under :—

	£P.
(i) Improvements at Beisan Camp	3,300
(ii) Improvements at Jisr Mejamieh Camp ...	5,800
(iii) Improvements at Semakh Camp	2,900
(iv) Construction of a new camp at Rosh Pinah	10,000
Total	£P.22,000

6. I now transmit for Your Lordship's information a copy of a letter, with enclosures,† from the Director of Public Works, setting out in detail the estimated cost of the improvements and construction specified in paragraph 5 above.

7. It is of the utmost importance that the dispositions of the revised defence scheme should be made effective as early as possible, and I shall be grateful for telegraphic approval of the proposals in this despatch in order that the necessary work may be put in hand without delay.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

* No. 60. † Not printed.

C. 79432/30 [No. 16].

No. 95.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

SIR, Downing Street, 28th April, 1930.

WITH reference to my Confidential despatch of the 3rd of April* regarding the Estimates of Expenditure on the Trans-Jordan Frontier Force for the year 1930, I now have the honour to inform you that I approve those Items which were still under discussion with the Treasury, namely, Items 49 and 71 of the revised Estimates, and Items 60, 61 and 62 of the printed Estimates.

I have, &c.,
PASSFIELD.

C. 79408/30 [No. 18].

No. 96.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 9 p.m., 8th May, 1930.)

TELEGRAM.

[*Answered by No.* 99.]

No. 30. YOUR despatch 5th April, Secret A.† Trans-Jordan Frontier Force accommodation. Was the whole of the £9,500 mentioned in paragraph 4 spent before the 31st March, 1930, and is one-sixth of it covered by the increased grant-in-aid provided in the Supplementary Estimate for 1929?—PASSFIELD.

C. 79432/30 [No. 17].

No. 97.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 19th May, 1930.)

[*Answered by No.* 105.]

(Confidential "B.") High Commisisoner's Office,

MY LORD, Jerusalem, 10th May, 1930.

I HAVE the honour to refer to Your Lordship's despatch Trans-Jordan Confidential "A" of the 16th January, 1930,‡ requesting further information regarding Items 24 and 52 of the revised Estimates of the Trans-Jordan Frontier Force for the year 1930-31.

2. As regards Item 24 :—

(i) *Pay Office Clerk.*—The duties and responsibilities of this appointment have materially increased with the increase in the establishment of the Force, and are now at least equal to those of the British Warrant-Officers. The Officer Commanding Trans-Jordan Frontier Force considers, and I concur, that Mr. Brown, who is on the maximum salary of his present grade, should be granted the rank and emoluments of British Warrant-Officers in order to give him a corresponding military status.

Moreover, Mr. Brown is from time to time required to proceed with a military escort to out-stations for the purpose of paying units on detachment, and it is inadvisable, especially in Trans-Jordan, for a civilian to be placed in command of a military party.

* No. 90. † No. 94. ‡ No. 65.

(ii) *Medical Staff Sergeant.*—I agree with the Officer Commanding, Trans-Jordan Frontier Force, that owing to the added responsibilities, including the supervision of medical equipment at out-stations, which have been placed upon Mr. Brailsford by reason of the increased establishment of the Force, it is desirable that he should be reinstated in his former rank of British Warrant-Officer, which he relinquished on appointment as Medical Staff Sergeant.

Mr. Brailsford is also on the maximum salary of his present grade.

I trust that Your Lordship will be prepared to approve these two promotions, which I suggest should take retrospective effect as from the 1st January, 1930.

3. As regards Item 52, the rate of pay for drivers, Mechanical Transport, was fixed by the Director of Public Works, as it was found impossible to induce first-class drivers to enlist at the previously approved rate of £P.10 per mensem. This rate was intended for drivers of 4-wheeled Second-line transport vehicles only, whereas the larger and more expensive troop-carriers of the Mechanical Company require the most efficient and experienced drivers who can be procured.

I have, &c.,
J. R. CHANCELLOR
(High Commissioner for Trans-Jordan).

C. 79432/30 [No. 19].

No. 98.

TREASURY to COLONIAL OFFICE.

(S. 33494.)

Treasury Chambers, 30th May, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 2nd April, 1930,* and the enclosed copies of telegrams exchanged with the High Commissioner for Trans-Jordan regarding expenditure on the Trans-Jordan Frontier Force up to the 31st of March, 1930, and the question of the purchase before that date of the privately owned horses and camels in the Force.

In reply I am directed to request you to convey to the Secretary of State for the Colonies My Lords' covering approval of the purchase of privately owned animals in two Horse Companies and the Camel Company.

I am, &c.,
R. V. NIND HOPKINS.

C. 79408/30 [No. 19].

No. 99.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 10.59 a.m., 30th May, 1930.)

TELEGRAM.

No. 36. 30TH MAY. Your telegram No. 30† Trans-Jordan Frontier Force accommodation. Expenditure on three camps under reference up to 31st March, 1930, totalled £P6,744. One-sixth of this expenditure is covered by increased grant-in-aid provided in Supplementary Estimate(s) 1929-30, unexpended portion of which lapsed at 31st March, 1930.

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* No. 89. † No. 96.

C. 79432/30 [No. 18].

No. 100.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 103.]

SIR, Downing Street, 6th June, 1930.

WITH reference to Sir R. Hopkins' letter No. S.34784 of the 27th of February* regarding the revised Estimates of the Trans-Jordan Frontier Force for the year 1930, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, a copy of a despatch† from the High Commissioner for Trans-Jordan on the subject.

2. In view of the explanations now furnished by the High Commissioner, Lord Passfield proposes, subject to Their Lordships' concurrence to approve Items 24 and 52 of the revised Estimates a copy of which accompanied Mr. Williams' letter of the 17th of January, 1930,‡ and to agree that the promotion of the Pay Office Clerk and the Medical Staff Sergeant to the rank of British Warrant-Officer should take effect from the 1st January, 1930, on the understanding that no increase in the grant-in-aid of the Trans-Jordan Frontier Force is thereby involved.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 20].

No. 101.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.53 a.m., 8th June, 1930.)

TELEGRAM.

[*Answered by Nos.* 106 *and* 114.]

No. 39. 8TH JUNE. My despatch of 5th April Trans-Jordan Secret A.§ In anticipation of your approval of items of expenditure shown in paragraph 5 (1), (2), and (3), I have authorized immediate expenditure of £7,950 to meet cost of those anti-malaria and sanitary measures provided for under those heads which the medical authorities consider a re immediately necessary to preserve the health of the troops at Beisan, Semakh, and Jisr Mejamiah camps during the hot weather.

C. 79408/30 [No. 22].

No. 102.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 16th June, 1930.)

[*Answered by No.* 124.]

(Confidential.)

MY LORD, High Commissioner's Office, Jerusalem, 5th June, 1930.

I HAVE the honour to refer to Your Lordship's despatch Trans-Jordan No. 27 of the 24th March, 1930,‖ on the subject of the re-engagement of time-expired men and the replacement of casualties in the Trans-Jordan Frontier Force.

2. Not more than twenty-two privates, all of whom are Cavalry, will normally be due for discharge at the beginning of February, 1931, and no men of

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* No. 77. † No. 97. ‡ No. 66. § No. 94. ‖ No. 85.

the Camel Company or of the Mechanized Company will be due for discharge by that date :—

The reasons are as follows :—

(i) the contracts of a large number of men expired during 1929, and these men were re-engaged for a period of three years;

(ii) a further number of contracts expired on the 1st April, 1930, and the men were re-engaged for three years;

(iii) recruits engaged to complete the increased establishment of Cavalry were engaged for three years in accordance with the approval given in Your Lordship's telegram No. 16 of the 18th March, 1930*;

(iv) recruits for the Camel Company were enlisted as from the 1st April, 1930, for one year.

3. The number of men whose contracts will expire in April and May, 1931, is as follows :—

Cavalry	27
Camel Company	99
(recruits on one year's contract)	
Mechanized Company	Nil

The total number of men whose contracts will expire up to the end of 1931 is therefore 148—i.e., Camel Company 99, and Cavalry 49.

4. In the event of Your Lordship deciding to reduce in February, 1931, the strength of the Cavalry Companies to their previous establishment, and to abolish the Camel Company, it will be necessary to make the following reductions in personnel :—

Cavalry	90
Camel Corps	124
	214

5. As reported to Your Lordship in the second paragraph of my telegram No. 14 of the 14th February, 1930,† I am advised that it is not practicable to enlist troopers for the Cavalry Companies for a shorter period than three years.

In order, therefore, to effect in February, 1931, the reduction explained in paragraph 4 above, should it become necessary to do so, I propose to authorize the Officer Commanding, Trans-Jordan Frontier Force to offer discharge to men who, although not time-expired, are willing to cancel their contracts.

Should this measure fail to induce the requisite number of discharges, it may be necessary to consider offering a special gratuity to encourage men to accept discharge or to transfer to the Reserve.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

C. 79432/30 [No. 20].

No. 103.

TREASURY to COLONIAL OFFICE.

SIR, Treasury Chambers, 18th June, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 6th June, 1930,‡ further relative to the revised Estimates of the Trans-Jordan Frontier Force for the year 1930.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords concur in his proposal to approve Items 24 and 52 of the revised Estimater, a copy of which accompanied Mr. Williams' letter of the 17th January, 1930§, and to agree that the promotion of the Pay Office Clerk and the Medical Staff Sergeant to the rank of British Warrant-Officer should take effect from the 1st January, 1930, on the understanding that no increase in the grant-in-aid of the Trans-Jordan Frontier Force is thereby involved.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 83. † No. 75. ‡ No. 100. § No. 66.

C. 79408/30 [No. 21].

No. 104.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 107.]

SIR, Downing Street, 21st June, 1930.

I AM directed by Lord Passfield to refer to Sir R. Nind Hopkins' letter of the 22nd of January last, No. S. 33690* conveying the sanction of the Lords Commissioners of the Treasury for the expenditure of £7,500 on the construction of camps at Beisan and Semakh for the purpose of providing winter quarters for two Companies of the Trans-Jordan Frontier Force in the Jordan Valley.

I am now to enclose a copy of a despatch from the High Commissioner for Trans-Jordan† in which Sir John Chancellor states that it has been found necessary to incur further expenditure to the extent of £P2,000 in order to provide temporary accommodation for company headquarters and two mounted sections transferred from Samakh to Jisr Mejamieh, and to cover the cost of freight on materials used in the construction of the camps. A copy of a telegram from the High Commissioner‡ stating that he has authorized the immediate expenditure of £P7,950 to meet the cost of certain measures necessary to preserve the health of the troops in these two camps is also enclosed.

Lord Passfield would be glad if Their Lordships would be good enough to sanction the increased expenditure involved, viz., £P9,950

I am to say that the question of the composition of the garrison of Palestine is under reference to the Committee of Imperial Defence, and Lord Passfield considers that the further expenditure of £P14,050 (i.e., £22,000 less £7,950) referred to in paragraph 5 of Sir J. Chancellor's despatch must await the decision of His Majesty's Government on this question. He is accordingly informing the High Commissioner that no further expenditure other than expenditure on measures which are immediately essential, should be incurred pending that decision.

I am to add that it has been ascertained that expenditure amounting to £6,744 was incurred on the three camps at Semakh, Beisan, and Jisr Mejamieh, up to the 31st March last, one-sixth of which was coverd by the increased grant-in-aid of £10,000 for the Trans-Jordan Frontier Force provided under Sub-head E.2 of the Supplementary Estimate for Colonial and Middle Eastern Services, 1929.

	£
Amount originally sanctioned	7,500
Excess on account of camp at Jisr Mejamieh and freight ...	2,000
Anti-malaria and sanitary measures	7,950
	17,450
Spent to 31st March, 1930	6,744
	£10,706

No provision has been made in the revised Estimates of this Force for 1930 in respect of the balance of £P10,706, as shown above, which will be expended during the current financial year, one-sixth of which at present falls to be met from the grant-in-aid of £27,000 provided under Sub-head E.2 of the Colonial and Middle Eastern Services Vote for 1930. Lord Passfield hopes, however, that it will be possible to meet this additional expenditure by postponing as far as possible other Services until after 31st December, 1930.

As Their Lordships are aware, expenditure during the quarter ending March, 1931, will be met from the grant-in-aid provided in Estimates, 1931.

I am, &c.,
R. WISEMAN.

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* No. 67. † No. 94. ‡ No. 101.

C. 79432/30 [No. 21].

No. 105.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Confidential.)

SIR, Downing Street, 25th June, 1930.

I HAVE the honour to refer to your despatch Confidential " B " of the 10th of May,* and to inform you that, in the light of the explanations furnished, I approve Items 24 and 52 of the revised Estimates of the Trans-Jordan Frontier Force for the year 1930-31.

2. I also approve the promotion of the Pay Office Clerk and the Medical Staff Sergeant to the rank of British Warrant-Officer, and agree that these promotions may take effect as from the 1st January, 1930, on the understanding that no increase in the grant-in-aid of the Trans-Jordan Frontier Force is thereby involved.

I have, &c.,
PASSFIELD.

C. 79408/30 [No. 23].

No. 106.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 6.0 p.m., 26th June, 1930.)

TELEGRAM.

[*Answered by No.* 108.]

No. 42. YOUR despatch 5th April, Secret A.† I am approaching Treasury for sanction for expenditure of additional £2,000 mentioned in paragraph 4, and for further £7,950 mentioned in your telegram of the 8th of June, No. 39.‡ No further expenditure other than on measures which are immediately essential should be incurred pending decision as to future composition of garrison.

PASSFIELD.

C. 79408/30 [No. 29].

No. 107.

TREASURY to COLONIAL OFFICE.

[*Answered by Nos.* 111 *and* 123.]

(S. 33690.)

SIR, Treasury Chambers, 5th July, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Wiseman's letter of the 21st June, 1930,§ regarding expenditure on accommodation for the two Companies of the Trans-Jordan Frontier Force at present quartered in the Jordan Valley.

In reply I am directed to request you to convey to the Secretary of State for the Colonies Their Lordships' covering sanction for expenditure on the construction of camps at Beisan, Semakh, and Jisr Mejamieh, amounting to £2,000 over and above that sanctioned by Treasury letter of the 22nd January, 1930, (S. 33690).‖ My Lords also authorize the expenditure of not exceeding £7,950 on anti-malaria and sanitary measures which are considered immediately necessary to preserve the health of the troops at these camps during the coming hot weather. They note that the High Commissioner has been informed that no further expenditure, other than expenditure on measures which are immediately essential, should be incurred pending the decision of the Committee of Imperial Defence on the question of the composition of the garrison of Palestine.

My Lords note that, under the proposals which the High Commissioner has put forward for the re-allocation of the incidence of the cost of Defence of

* No. 97. † No. 94. ‡ No. 101. § No. 104. ‖ No. 67.

Palestine and Trans-Jordan (Colonial Office letter of 15th April, 1930)* and which are now under discussion between the two Departments, the capital cost of Trans-Jordan works services in Palestine territory is to fall wholly on Palestine funds. I am to ask to which of the present services this proposal will apply.

I am, &c.,
R. V. NIND HOPKINS.

C. 79408/30 [No. 30].

No. 108.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.3 p.m., 16th July, 1930.)

TELEGRAM.

[*Answered by No.* 113.]

16TH JULY, 1930. No. 47. Your telegram No. 42† last sentence. Trans-Jordan Frontier Force Camp in Jordan Valley. A large number of horses at Jisr Mejamieh Camp are picketed in the open and are suffering from exposure to sun. I therefore request early authority to incur expenditure of £1,485 under Item 7 and 7(a) of Schedule enclosed in my despatch Secret A. of 5th April.‡

C. 79408/30 [No. 31].

No. 109.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 110.]

SIR, Downing Street, 25th July, 1930.

WITH reference to the letter from this Department of the 4th of July,§ regarding accommodation for the two companies of the Trans-Jordan Frontier Force in the Jordan Valley, I am directed by Lord Passfield to transmit to you, to be laid before the Air Council, a copy of a telegram‖ which has been received from the Acting High Commissioner for Trans-Jordan; a copy of the despatch of the 5th April‡ to which the Acting High Commissioner refers was forwarded to the Air Ministry under cover of the Colonial Office letter of the 2nd of May.¶

2. I am to inquire whether the Air Council concur in the necessity for the expenditure of £P1,485 on stabling for horses at Jisr Mejamieh Camp for which authority is requested.

3. I am to request the favour of an early reply to this letter.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 32].

No. 110.

AIR MINISTRY to COLONIAL OFFICE

(Secret.)

SIR, Air Ministry, London, W.C.2., 1st August, 1930.

I AM commanded by the Air Council to refer to Colonial Office letter of the 25th July,** transmitting a copy of a telegram from the Acting High Commissioner for Trans-Jordan regarding the construction of accommodation for horses at the Trans-Jordan Frontier Force Camp at Jisr Mejamieh.

In reply I am to acquaint you, for the information of the Secretary of State for the Colonies, that although they deprecate the construction of further

* C. 77089/30 [No. 14] in Middle East No. 41. † No. 106. ‡ No. 94.
§ C. 79408/30 [No. 24]: not printed. ‖ No. 108.
¶ C. 79408/30 [No.17]: not printed. ** No. 109.

accommodation for the Trans-Jordan Frontier Force in the Jordan Valley until the question of the permanent disposition of that Force has been decided, they agree that some form of temporary protection for the animals is necessary. They suggest, therefore, that the expenditure to be incurred should be restricted within the narrowest possible limits.

I am, &c.,
H. McANALLY.

C. 79408/30 [No. 33].

No. 111.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 112.]

SIR, Downing Street, 9th August, 1930.

WITH reference to your letter of the 5th July,* and the previous correspondence, regarding expenditure on accommodation for the Companies of the Trans-Jordan Frontier Force at present quartered in the Jordan Valley, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, a copy of a telegram received from the Acting High Commissioner for Trans-Jordan† together with a copy of a letter from the Air Ministry‡ setting out the views of the Air Council on the proposal which Sir S. Davis put forward in the telegram for the provision of stabling accommodation for horses at the Jisr Mejamieh Camp of the Frontier Force.

2. I am to explain that the schedule to which reference is made in the telegram from Sir S. Davis is the one headed " Jisr el Mejamieh " enclosed in a despatch of which a copy accompanied the letter from this Department of the 21st June last.§

3. The Secretary of State agrees with the view of the Air Council that expenditure on the items in question should be restricted to the minimum, and I am to enclose the draft of a telegram‖ which, subject to the concurrence of Their Lordships, it is proposed to address to the Acting High Commissioner in the matter. It will be realized that any works that are to be undertaken for the protection of the horses at Jisr Mejamieh should be put in hand forthwith if they are to be of use during the present hot season.

Lord Passfield trusts therefore that Their Lordships will be prepared, at a very early date, to signify that they concur in the despatch of the telegram of which the draft is enclosed.

I am, &c.,
C. J. JEFFRIES.

C. 79408/30 [No. 34].

No. 112.

TREASURY to COLONIAL OFFICE.

(S. 33690.)

SIR, Treasury Chambers, 18th August, 1930.

IN reply to Mr. Jeffries' letter of the 9th instant,¶ with enclosures, on the subject of the provision of stabling accommodation for horses at the Jisr Mejamieh Camp of the Trans-Jordan Frontier Force, I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform the Secretary of State for the Colonies that They concur in the despatch of the proposed telegram to the Acting High Commissioner.

I am, &c.,
R. V. NIND HOPKINS

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* No. 107 † No 108. ‡ No. 110. § No. 104. ‖ No. 113. ¶ No. 111.

C. 79408/30 [No. 35].

No. 113.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER

(Sent 7.40 p.m., 20th August, 1930.)

TELEGRAM.

No. 55. YOUR telegram No. 47 of the 16th July.* Pending a decision as to the future disposition of the Trans-Jordan Frontier Force, I should be reluctant to approve expenditure on provision of stables of a character suitable for a semi-permanent camp. I agree, however, that some form of temporary protection for animals at Jisr Mejamieh should be provided on the understanding that expenditure entailed thereby will be restricted to the minimum. I trust that it will be found possible to continue to use present temporary stabling for 40 horses and to provide for the remainder a cheaper form of protection than a stable estimated to cost £835.—PASSFIELD.

C. 79408/30 [No. 36].

No. 114.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE ACTING HIGH COMMISSIONER.

[*Answered by No.* 115.]

(Confidential.)

SIR, Downing Street, 21st August, 1930.

I HAVE the honour to refer to Sir John Chancellor's despatch Secret "A" of the 5th April,† on the subject of expenditure on accommodation for the Trans-Jordan Frontier Force, and to inform you that, after consultation with the Lords Commissioners of the Treasury, I approve the expenditure on the construction of camps at Beisan, Semakh, and Jisr Mejamieh, of the sum of £P2,000 over and above the expenditure mentioned in Sir John Chancellor's Confidential despatch of the 9th November, 1929.‡

2. I have also to refer to Sir John Chancellor's telegram No. 39 of the 8th June,§ and to inform you that I approve the expenditure of a sum not exceeding £P7,950 on anti-malaria and sanitary measures which are considered immediately necessary to preserve the health of the troops.

3. As I intimated in my telegram No. 42 of the 26th June,‖ no further expenditure other than on measures which are immediately essential should be incurred pending a decision as to the future composition of the garrison.

I have, &c.,
PASSFIELD.

C. 79408/30 [No. 37].

No. 115.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 1.45 p.m., 29th September, 1930.)

TELEGRAM.

[*Answered by No.* 122.]

No. 76. CONFIDENTIAL. 29th September, 1930. Your despatch of 21st August, Confidential,¶ accommodation for Trans-Jordan Frontier Force. I propose in accordance with advice of Air Officer Commanding, and Officer Commanding Troops, that present detachment at Rosh Pinah shall remain there

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* No. 108. † No. 94. ‡ No. 60. § No. 101. ‖ No. 106. ¶ No. 114.

during coming winter whatever may be decided as to retention of Rosh Pinah as permanent station. This will necessitate immediate expenditure of £1,500 for which I request your approval. Work will be carried out in such a manner as to continue to be of use if permanent camp is established at Rosh Pinah. Request early reply by telegraph.

C. 79408/30 [No. 39].

No. 116.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 118.]

Downing Street, 8th October, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Department of the 30th of September,* transmitting a copy of a telegram† from the Acting High Commissioner for Trans-Jordan regarding the provision of winter accommodation for the detachment of the Trans-Jordan Frontier Force at present quartered at Rosh Pinah.

Lord Passfield will be glad to receive the observations of the Air Council on the proposals contained in that telegram.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 40].

No. 117.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 11.35 a.m., 13th October, 1930.)

TELEGRAM.

No. 95. 13TH OCTOBER, 1930. My despatch of 5th April, Secret A‡ and subsequent telegram.§ Accommodation for Trans-Jordan Frontier Force in Northern Jordan Valley area. I should be grateful for earliest possible intimation as to decision reached on proposal(s) in paragraphs 2 and 3 of my despatch under reference.

C. 79408/30 [No. 41].

No. 118.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

Air Ministry, London, W.C.2., 16th October, 1930.

SIR,

I AM commanded by the Air Council to refer to Colonial Office letter of the 8th October,‖ on the subject of the provision of winter accommodation for the detachment of the Trans-Jordan Frontier Force at present stationed at Rosh Pinah, and to acquaint you, for the information of the Secretary of State for the Colonies, that as it is considered necessary that the detachment should remain at Rosh Pinah throughout the coming winter they agree that the accommodation should be provided without prejudice to the question of the retention of Rosh Pinah as a permanent station.

I am, &c.,
J. A. WEBSTER.

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* C. 79408/30 [No. 38]: not printed. † No. 115. ‡ No. 94. § No. 99. ‖ No. 116.

C. 79408/30 [No. 42].

No. 119.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 2.47 p.m., 23rd October, 1930.)

TELEGRAM.

No. 108. 23RD OCTOBER, 1930. Confidential. My telegram No. 76*. Rosh Pinah Camp. In order to provide accommodation for Frontier Force detachment before the rains start it is essential to begin work without delay, otherwise personnel and animals will suffer severely from mud and cold. I should, therefore, be glad of an immediate reply to my telegram under reference.

C. 79408/30 [No. 43].

No. 120.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 121.]

Downing Street, 25th October, 1930.

SIR,

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of a telegram from the High Commissioner for Trans-Jordan,* together with copies of correspondence† with the Air Ministry, regarding the provision of winter accommodation for the detachment of the Trans-Jordan Frontier Force now stationed at Rosh Pinah.

2. In view of the terms of the enclosed correspondence, Lord Passfield proposes, subject to Their Lordship's consent, to approve the immediate expenditure of a sum of £1,500 on the provision of temporary accommodation at Rosh Pinah, without prejudice to the question of the retention of this place as a permanent station.

3. I am to add that account will be taken of this expenditure in calculating the amount to be inserted for the grant-in-aid of the Trans-Jordan Frontier Force in the Supplementary Estimate for Colonial and Middle Eastern Services which, it is understood, will be presented to Parliament this year.

4. A further telegram has since been received from the High Commissioner‡ pressing for an early decision. A copy of this is enclosed.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 44].

No. 121.

TREASURY to COLONIAL OFFICE.

Treasury Chambers, 5th November, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 25th October, 1930,§ on the subject of the provision of winter accommodation for the detachment of the Trans-Jordan Frontier Force now stationed at Rosh Pinah, and in reply I am directed to request you to convey to the Secretary of State My Lords' concurrence in his proposal to approve the expenditure of a sum not exceeding £1,500 on providing temporary accommodation at the station referred to. My Lords note the urgent need for the accommodation and agree that this decision should not prejudice the question whether Rosh Pinah should be retained as a permanent station.

Account should be taken of this expenditure in calculating the amount to be inserted for the grant-in-aid of the cost of the Trans-Jordan Frontier Force in the Supplementary Estimate which it is proposed to submit to Parliament in the course of the present year.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 115. † Nos. 116 and 118. ‡ No. 119. § No. No. 120.

C. 79408/30 [No. 45].

No. 122.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 8.30 p.m., 6th November, 1930.)

TELEGRAM.

No. 99. YOUR telegram 29th September, No. 76.* I approve expenditure of sum not exceeding £1,500 on temporary accommodation at Rosh Pinah without prejudice to question of retention of this place as permanent station.

PASSFIELD.

C. 79408/30 [No. 47].

No. 123.

COLONIAL OFFICE to TREASURY.

Downing Street, 9th December, 1930.

SIR,

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkins' letter No. S. 33690 of the 5th July,† regarding expenditure on accommodation for the two companies of the Trans-Jordan Frontier Force at present quartered in the Jordan Valley.

2. As regards the inquiry contained in the last paragraph of that letter, I am to invite reference to the letter from this Department of the 4th November,‡ and to state, for the information of the Lords Commissioners of the Treasury that as Semakh Beisan, Jisr Mejamieh, and Rosh Pinah are all in Palestine, the cost of capital works at these places will fall wholly on Palestine funds.

I am, &c.,
O. G. R. WILLIAMS.

C 79408/30 [No. 48].

No. 124.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 131.]

(Confidential.)

Downing Street, 9th December, 1930.

SIR,

I HAVE the honour to refer to your Confidential despatch of the 5th of June,§ and previous correspondence, regarding the increase in the establishment of the Trans-Jordan Frontier Force, and in particular to my telegram No. 5 of the 6th of February,‖ in which I conveyed to you my approval of the increase in the establishment of the troopers in each of the three Horse Companies, and the retention of the fifth Company of the Force as a temporary measure, subject to general review after not more than twelve months.

2. The matter is now due for consideration, since, in the event of it being decided not to maintain the Force at its increased strength, the establishment of British Officers will presumably be reduced and means of effecting this reduction must be explored.

3. I shall, therefore, be glad to be furnished with your observations on the question of the retention of the fifth Company of the Force, and the maintenance of the mounted Companies at their increased strength.

4. Pending the receipt of your reply to this despatch, I shall defer selecting British Officers to fill the vacancies which will occur on the reversion of Captain C. D. Sillery and Captain G. W. C. Montgomery to the British Army.

I have, &c.,
PASSFIELD.

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* No. 115. † No. 107. ‡ C. 79484/30 [No. 6] in Middle East No. 38.
§ No. 102. ‖ No. 71.

C. 79408/30 [No. 49].

No. 125.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 126.]

SIR,

Downing Street, 9th December, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department of the 6th March,* forwarding copies of correspondence regarding the increase in the establishment of the Trans-Jordan Frontier Force.

2. It will be within the recollection of the Air Council that Treasury approval for the maintenance of the Force at its increased strength for the retention of the 5th Company was given subject to review after not more than 12 months. This matter is now due for consideration since, if it is decided to maintain the Force at its present strength, steps must be taken to select two British officers to fill vacancies which will occur this month. Moreover, consideration of various other matters is held up pending the decision as to the future composition and location of the Force.

3. Lord Passfield would accordingly be glad to be furnished with the observations of the Air Council on the question as soon as possible.

4. A copy of a despatch† addressed to the High Commissioner for Trans-Jordan on the subject is enclosed herewith for the Council's information.

I am, &c.,
O. G. R. WILLIAMS.

C. 79408/30 [No. 51].

No. 126.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

SIR,

Air Ministry, London, W.C.2, 22nd December, 1930.

I AM commanded by the Air Council to refer to Colonial Office letter of the 9th December,‡ on the subject of the establishment of the Trans-Jordan Frontier Force and to acquaint you, for the information of the Secretary of State for the Colonies, that the Council do not consider that the establishment of the Trans-Jordan Frontier Force should be reviewed except in connexion with the whole question of the garrison of Palestine and Trans-Jordan.

The garrisons of the two countries are so closely related and interdependent that it is impracticable to alter one without affecting the other, and as conclusion 1(b) of the Cabinet meeting of the 30th July, 1930 (recorded in C.I.D. paper 353-C),§ made provision for an annual review of the Palestine garrison, they suggest that consideration of the establishment of the Trans-Jordan Frontier Force should be deferred until this review takes place.

The Council also consider that so long as two Companies of the Force are employed exclusively in the Jordan Valley for the purpose of reinforcing the police, there is little likelihood of any reduction in the establishment.

They therefore venture to suggest that it is desirable that the selection of British officers to fill vacancies in the present establishment should be proceeded with.

I am, &c.,
J. S. ROSS.

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* C. 79108/30 [No. 11]: not printed. † No. 124. ‡ No. 125.
§ C. 71918/30 [No. 11]: not printed.

C. 79432/30 [No. 28].

No. 127.

TRANS-JORDAN

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.10 p.m., 23rd December, 1930.)

TELEGRAM.

[*Answered by No.* 128.]

23RD DECEMBER. No. 138. Grant-in-Aid. Trans-Jordan Frontier Force. Your despatch of 4th October, No. 14, Parliamentary Grant.* I shall be obliged if balance of grant, namely, £9,000, and also the estimated supplementary grant of £90,500 based on apportionment of expenditure to 31st December, revised on basis given in your despatch of 18th July, Secret,† and Officer Administering the Government's reply of 20th September,‡ be paid to the Crown Agents before that date.

In addition to the sum of £32,750 payable by Palestine for defence, of which instalments of £24,375 have already been paid by the Crown Agents, a further contribution of £50,000 can be paid (see paragraph 8, Officer Administering the Government's despatch) subject to receipt of supplementary grant.

The advances on account of service, *i.e.*, Transport, &c., to His Majesty's Forces locally approximate £70,000 to 31st December. I propose this and similar expenditure should continue to be so charged until it is decided to what extent His Majesty's Government will contribute towards the cost (see paragraph 4, your despatch quoted). Despatch follows.

C. 79432/30 [No. 31].

No. 128.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Parliamentary Grant.)
(No. 18.)

SIR, Downing Street, 31st December, 1930.

I HAVE the honour to acknowledge the receipt of your telegram No. 138 of the 23rd December,§ and to inform you that I have caused instructions to be given for the payment of a sum of nine thousand pounds to the credit of the account of the Government of Palestine with the Crown Agents for the Colonies on account of the Parliamentary Grant of £27,000 in aid of the Trans-Jordan Frontier Force for the year 1930.

This sum makes a total of £27,000 now paid over in respect of the Grant-in-Aid for the current year.

2. As regards your request for the issue of £90,500 in respect of the Supplementary Grant-in-Aid of expenditure to the 31st December, 1930, I have to inform you that the Supplementary Estimate of the Vote for Colonial and Middle Eastern Services, 1930, in which provision is made for an additional Grant-in-Aid of the Force has not yet received the sanction of Parliament and that, until this is forthcoming, I regret I am not in a position to authorize issues on account thereof. The question of issue of the grant will, however, be taken up immediately Parliamentary sanction of the Supplementary Estimate is notified to me.

3. In the circumstances set out above, the Crown Agents for the Colonies are being requested to transfer to the credit of the Colonial Office from Palestine funds in their hands the sum of £8,375 only in respect of the contribution payable by the Government of Palestine towards the cost of defence for the quarter ending 31st December, 1930, as agreed to in your despatch, No. 429 of the 14th May, 1930.‖ The question of recovery of the additional contribution provided for in the Supplementary Estimate will likewise be considered when this has been approved by Parliament.

I have, &c.,
PASSFIELD

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* C. 79432/30 [No. 25]: not printed. † C. 77296/30 [No. 6]: not printed.
‡ C. 77296/30 [No. 12]: not printed. § No. 127. ‖ No. 52.

C. 79408/30 [No. 52].

No. 129.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 130.]

SIR, Downing Street, 8th January, 1931.

WITH reference to your letter No. S.33494 of the 22nd of January, 1930,* and to the letter from this Department of the 9th of December,† I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, a copy of a letter from the Air Ministry‡ on the subject of the establishment of the Trans-Jordan Frontier Force.

2. Having regard to the views expressed by the Air Council, the Secretary of State proposes that the strength of the Trans-Jordan Frontier Force should be maintained at five companies for the present, and that the question of the future establishment of the Force should be considered when the annual review of the Palestine garrison takes place, in accordance with the Cabinet conclusion referred to in the second paragraph of the Air Ministry letter. He will accordingly be glad to receive Their Lordships concurrence in the adoption of this course.

3. I am to request that an early reply may be returned to this letter.

I am, &c.,
O. G. R. WILLIAMS.

C. 89408/31 [No. 1].

No. 130.

TREASURY to COLONIAL OFFICE.

(S. 33494.)

SIR, Treasury Chambers, 16th January, 1931.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 8th January, 1931,§ and the accompanying copy of a letter from the Air Ministry‡ on the subject of the establishment of the Trans-Jordan Frontier Force.

In reply My Lords direct me to request you to inform the Secretary of State that they agree that consideration of the establishment of the Trans-Jordan Frontier Force should be deferred until the annual review of the Palestine garrison takes place, and on this understanding they concur in his proposal that the strength of the Force should be maintained at five Companies for the present.

I am, &c.,
R. V. NIND HOPKINS.

C. 89408/31 [No. 4].

No. 131.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 17th February, 1931.)

(Confidential.)

MY LORD, High Commissioner for Palestine,
Jerusalem, 6th February, 1931.

I HAVE the honour to refer to Your Lordship's despatch Trans-Jordan Confidential of the 9th December, 1930,‖ on the subject of the establishment of the Trans-Jordan Frontier Force.

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* No. 68. † C. 79408/30 [No. 50]: not printed. ‡ No. 126.
§ No. 129. ‖ No. 124.

In that despatch Your Lordship invites my observations on two questions :—

(i) the necessity for retaining the fifth Company of the Force; and

(ii) the addition of 30 troopers to the establishment of each Mounted Squadron to enable each Squadron to be divided into two half-Squadrons which can operate separately.

2. I now transmit for Your Lordship's information copies of the following correspondence :—

(i) letter from the Air Officer Commanding, dated the 30th December, 1930.

(ii) letter from the Officer Commanding Trans-Jordan Frontier Force, dated the 7th January, 1931.

(iii) letter from the Commandant of Police, dated the 14th January, 1931.

3. The principal reasons given in these letters for maintaining the Force at its increased strength both as regards the fifth Company and as regards the thirty additional troopers per Squadron are as follows :—

(i) two mounted Companies are required for exclusive employment in the Jordan Valley Area in support of the Palestine Police;

(ii) one mounted Company is required as a reserve in order to relieve at regular intervals the detachments stationed in the Jordan Valley. A system of regular reliefs is essential in the interests both of the health of the troopers and of their training;

(iii) in the event of disturbances in Trans-Jordan west of the Hejaz Railway it would be necessary to employ mounted troopers in support of the Arab Legion;

(iv) the Mechanized and Camel Companies cannot operate in the Jordan Valley, and are moreover fully occupied in the Trans-Jordan desert;

(v) even when the new Desert Control Scheme is in operation it will probably still be necessary to maintain two companies in the Trans-Jordan desert to patrol the frontier and to assist the Royal Air Force in supporting the Desert Police;

(vi) the necessity of ensuring that the Trans-Jordan Frontier Force should be strong enough to provide garrisons for the protection of air bases in the desert area.

4. My Military Advisers are definitely of opinion that in the present circumstances it is not practicable to withdraw the Trans-Jordan Frontier Force detachments at present stationed in the Jordan Valley Area.

The increase in the establishment of the British and Palestine Police, as recommended by Mr. (now Sir) H. L. Dowbiggin, was intended to provide closer protection for Jewish Colonies, and did not envisage the creation of a Police Force strong enough to repel raids from across the Trans-Jordan frontier which may be expected at any time and in particular during periods of excitement in Palestine and Trans-Jordan.

In the event of such raids, the Palestine Police must be able to count upon the co-operation of the Trans-Jordan Frontier Force who, under the provisions of the Palestine Defence Scheme, are maintained at four strategic points in the Jordan Valley, namely, Rosh Pinah, Samakh, Jisr Mejamieh, and Baisan.

The increase of thirty troopers per Squadron is required for tactical reasons, as explained in paragraph (v) of Colonel Shute's letter of the 7th January, 1931 (enclosure II.). If the present establishment of the Squadron is reduced, the half Squadron will become too weak to be used effectively as a tactical unit.

5. I am of opinion that for the reasons given the establishment of the Trans-Jordan Frontier Force should be maintained at its present strength, and I would ask Your Lordship to select forthwith two British Officers to fill the vacancies which will occur on the reversion of Captain C. D. Sillery and Captain G. W. C. Montgomery to the British Army.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

Enclosure 1 in No. 131.

(Secret.) Headquarters, Royal Air Force, Palestine and Trans-Jordan,
Jerusalem, 30th December, 1930.

YOUR EXCELLENCY,

I HAVE the honour to refer to a Confidential despatch from the Secretary of State for the Colonies dated 9th December, 1930, on the subject of the establishment of the Trans-Jordan Frontier Force, and to forward the following observations on the question of the maintenance of the increased strength of the mounted companies and the retention of the fifth Company.

2. I do not consider any reduction in the strength of the Mounted Companies is possible so long as two of these companies are employed exclusively in the Jordan Valley in support of the Police. Moreover, the work of this Squadron necessitates small detachments which, if further reduced, would render them ineffective as military forces.

3. As regards the question of the retention of the fifth Company. I am of the opinion that this should be considered in connection with the garrison of both Palestine and Trans-Jordan and not independently, and as that subject is to be reviewed shortly, I suggest that the matter should be deferred until that time.

4. However, quite apart from the larger problem of the permanent garrison of the two countries, there are cogent reasons why the Trans-Jordan Frontier Force should be maintained at its existing strength.

First, the Jordan Valley Garrison is already reduced to the utmost limit. The two Squadrons stationed there must be relieved both for the purpose of training (which cannot be efficiently carried out in the Jordan Valley owing to their division into half-companies) and also on account of the health of the men which would suffer severely if they were permanently retained in that locality.

Secondly, the remaining two companies cannot operate in the Jordan Valley, and are, moreover, fully employed in the Trans-Jordan desert. I have already asked that the Mudawara Post should be taken over by the Arab Legion so that the Camel Company could be more usefully employed to assist in anti-raiding operations, but I have been informed that the present strength of the Arab Legion does not permit it to undertake any additional commitments.

Even when Captain Glubb's scheme is working successfully I believe it may be necessary to maintain two desert companies to patrol the frontier and to assist the Air Force in supporting the police.

5. Finally, the Officer Commanding the Arab Legion has shown me a draft of his proposed Defence Scheme, the details of which need not be given at present, in which he asks that the Trans-Jordan Frontier Force should be disposed during the precautionary period of a time of civil unrest, in such a manner that an actual increase in the strength of the Force, by 2½ companies over and above its present establishment, would be required if his demands are to be met in full.

For the above reasons I consider the Trans-Jordan Frontier Force should, for the present, be maintained at its existing strength both as regards the number and strength of its Companies, and that this question should be raised when the garrison of Palestine and Trans-Jordan is reviewed annually.

I have, &c.,
C. T. FREEMAN,
Air Commodore, Air Officer Commanding
Palestine and Trans-Jordan.

His Excellency,
The High Commissioner,
Government Offices,
Jerusalem.

Enclosure 2 in No. 131.

Headquarters, Trans-Jordan Frontier Force,
(Confidential.) Zerka, 7th January, 1931.

Subject : Reorganization—Trans-Jordan Frontier Force.

SIR,

I HAVE the honour to refer to your letter dated 31st December, 1930, and to forward herewith my observations on the subject of the Secretary of State's despatch enclosed therewith :—

(i) *General.* The duties and responsibilities of the Trans-Jordan Frontier Force in Palestine and Trans-Jordan which necessitated the increases in establishments authorised by the Secretary of State, have not changed.

(ii) *Cavalry.* The present Garrison of two Squadrons in the Jordan Area are, in my opinion, the minimum which are required to prevent incursions and raids on the Jewish Settlements in that Area. The special value of employing local troops who can operate with authority on both sides of the Jordan (viz., in both Palestine and Trans-Jordan Territory) and also withstand the climate, has been evidenced during the past year by the decrease in raids which have occurred.
In the event of further disturbances in future in Palestine or Trans-Jordan, it will always be necessary to occupy this Area strongly and to reinforce the permanent Garrison.

(iii) The climate of the Jordan Area is such that even local troops cannot, without loss of efficiency, remain there for long periods without relief. For this reason alone, it is, therefore, essential to maintain one Squadron out of the Jordan Area and available to relieve Units in turn. This is also necessary from the point of view of training, as dispositions in the Valley, necessitating the two Squadrons there being stationed at four places in half Squadrons, make it essential, at regular intervals to withdraw them and concentrate for intensive training.

(iv) In Trans-Jordan the terrain west of the Hedjaz Railway is not suitable for Mechanized or Camel Mounted Troops. In the event of internal disturbances in that country, it would be essential to employ Horse Mounted Troops to support the Arab Legion Police. In my opinion the one Squadron at present stationed at Zerka, is the very minimum necessary for this purpose. In this connection I was informed recently by Officer Commanding, Arab Legion, that he would require two Squadrons for this purpose to implement his defence scheme. In considering this necessity, it must be remembered that any disturbance in Northern Trans-Jordan will certainly reflect itself by disturbed conditions in the Jordan Area, and, it would be inadvisable at such times to withdraw Trans-Jordan Frontier Force Units thence for service elsewhere.

(v) The duties in Palestine and Trans-Jordan on which Trans-Jordan Frontier Force Squadrons would be employed in the event of active operations, make it imperative that each Squadron is capable of being divided into two half-Squadrons and that each half-Squadron, with its two Hotchkiss Gun Sections, can operate as a self-contained unit under its own British half-Squadron Commander. The increase of 30 troopers per Squadron, authorised by the Secretary of State in February last, was designed with this object in view, and any reduction in present establishments will make half-Squadrons too weak to be effective tactical Units.

(vi) *Desert Companies.* It is essential, so long as disturbed conditions continue in the desert areas of Trans-Jordan, to maintain the equivalent of two Companies of the Trans-Jordan Frontier Force suitably equipped for desert operations. Both the Mechanized and Camel Companies of the Force have been fully employed on active operations during the past six months without a break, and I can see no prospect of any immediate abatement of the necessity for this activity.
The formation of Captain Glubb's Desert Police Force, will, it is hoped, improve conditions from a police point of view among the Trans-Jordan Bedouin, but it will always continue to be necessary to maintain an efficient Military Force to support him in operations of a nature too big for his limited Police Force, and to repel raids and incursions on a large scale from beyond our borders.

(vii) In addition to the necessity for maintaining units available for Mobile Operations in the desert areas, it is also essential that the Trans-Jordan Frontier Force shall be strong enough at the same time to provide garrisons to safeguard Air bases.

(viii) The construction in future of the Haifa-Baghdad Railway and Pipe Line will increase the necessity for maintaining Mobile Forces capable of protecting these projects.

Taking these factors, which, as far as I can see, must be recognized as likely to continue to exist for a considerable time, into consideration, it is evident that no reduction either of the number of units of the Force, or of its establishments, is practical without incurring the risk of being found wanting should an emergency arise within or from without the country.

I have, &c.,
C. A. SHUTE,
Lieutenant-Colonel,
Commanding Trans-Jordan Frontier Force.

Chief Secretary,
Government of Palestine,
Jerusalem.

Enclosure 3 in No. 131.

(Secret.)

Department of Police and Prisons,
Jerusalem, 14th January, 1931.

Reference:—Your Secret letter of 5th January, 1931.

I wish to confirm the report of the Deputy Commandant dated 9th January, 1931, which he made in my absence on tour.

His Excellency the High Commissioner has spoken to me on this matter and instructed me to amplify the Deputy Commandant's report.

It was never contemplated that the Palestine Police would, in their present strength, be in a position to take over the duties now performed by the Trans-Jordan Frontier Force in the Jordan Valley which require an armed force concentrated at certain points and mobile.

I see no prospect at present of being able to dispense with such a force. In my view the secret of maintaining peace in the Jordan Valley and the Emek lies in Trans-Jordan and not in Palestine. There are two factors which bear on this. They are as follows:—

(1) We must look forward to the time when public opinion in the parts of Trans-Jordan bordering on Palestine will condemn raids and induce the general public to assist the Trans-Jordan Government in suppressing them. At present any man who comes over and raids a Jewish Colony or lifts cattle is looked upon as a popular hero.

(2) At present the carrying of arms in Trans-Jordan is unrestricted and practically every man carries a rifle. Taking this into consideration and the ease and speed at which the Jordan can be crossed, it is not surprising that the Jewish Colonies on that frontier are a sore temptation.

These are the considerations which lead me to the opinion that a Force such as the Trans-Jordan Frontier Force is required in the Jordan Valley, but as already stated, it was never contemplated that these duties should be taken over by the Palestine Police unless a new organization is created specially for that purpose.

A. S. MAVROGORDATO,
Commandant.

Chief Secretary.

Sub-head E.3.—Trans-Jordan Administration.

C. 69478/29 [No. 2].

No. 132.

TRANS-JORDAN.

EXTRACT FROM A TELEGRAM FROM THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 7.20 p.m., 26th October, 1929.)

No. 76 of 26th October. Your telegram of 10th October, No. 54.*

* * * * * * * * * *

(B) Trans-Jordan Administration. Estimated revenue 1930-1 (excluding grant-in-aid) £P.264,000. Estimated expenditure £P.328,500 of which recurrent £P.303,500 and extraordinary £P.25,000. Estimated surplus at 31st March, 1930, £P.10,419, not allowing for settlement of Turkish Régie claim. Estimated expenditure includes (1) recurrent. Increase of 30 men Arab Legion £P.2,985. Tribal subsidies and Intelligence Service £P.2,215; (2) extraordinary. Re-arming of Arab Legion £P.6,000. Completion of Amman-Ma'an telegraph and telephone-line £P.6,000.

C. 69478/29 [No. 3].

No. 133.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 139.]

SIR, Downing Street, 31st October, 1929.

I AM directed by Lord Passfield to enclose, for the information of the Lords Commissioners of His Majesty's Treasury, a copy of a telegram dated 26th October,† from the High Commissioner for Trans-Jordan on the subject of the revenue and expenditure for 1930 of the Trans-Jordan Administration.

Their Lordships will observe that the expenditure is estimated to amount to £P.328,500 and the revenue to £P.264,000, leaving a deficit of £P.64,500.

The High Commissioner estimates that the balance in hand on 31st March, 1930, will be £P.10,419, not allowing for settlement of the claim of the Society of the Ottoman Tobacco Régie, of which the Trans-Jordan Government's share would be £T.6,000.

In this connection, I am to refer to the Colonial Office letter to the Treasury of the 6th August, 1929,‡ in which it was pointed out that, should the claim be settled by a cash payment, the payment would, in effect, have to be met from British funds.

Lord Passfield is also of opinion that some small cash balance, say £4-5,000, must be left in the hands of the Trans-Jordan Administration on 31st March, 1931, in order to enable that Administration to carry on and he proposes, therefore, subject to Their Lordships' concurrence, to insert the sum of £64,500 provisionally in the Colonial and Middle Eastern Services Vote for 1930 as a grant-in-aid of the Trans-Jordan Administration, pending receipt and examination of the detailed budget.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 54. † No. 132. ‡ No. 42 in Middle East No. 20.

C. 79429/30 [No. 3].

No. 134.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 1.20 p.m., 12th February, 1930.)

TELEGRAM.

[*Answered by No.* 135.]

No. 6. YOUR telegram No. 9 of 6th February.* Please wire by 14th instant whether figures of revenue, £264,000, expenditure, £328,500, and surplus at 31st March, 1930, of £10,419 contained in your telegram 76 of 26th October† will stand. If not what amendments are necessary?—PASSFIELD.

C. 79429/30 [No. 4].

No. 135.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 6.10 p.m., 13th February, 1930.)

TELEGRAM.

[*Answered by No.* 137.]

No. 12. 13TH FEBRUARY. Your telegram of 12th February, No. 6.‡ Please see the third enclosure to my despatch of 6th February, No. 15,§ reading as follows:—

Begins:—Expenditure. (1) Actual expenditure from 1st April, 1929, to 30th November, £P.203,327. (2) Approximate expenditure in December, 1929 (less adjustment), £P.27,245. (3) Estimated further expenditure up to 31st March, 1930, £P.102,898, total, £P.333,470.

Note: (1) Includes £P.12,091 on account of Trans-Jordan Frontier Force (one-sixth of expenditure for the period 1st April to 30th September, 1929), (3) includes £P.11,921 on account of Trans-Jordan Frontier Force (one-sixth of expenditure).

Revenue. (1) Actual revenue from 1st April to 30th November, £P.208,431. (2) Approximate revenue in December, 1929 (less adjustments), £P.17,910. (3) Estimates further revenue up to 31st March, 1930, £P.85,182, total, £P.311,523.

Note: (1) includes £P.20,000 on account of Grants-in-Aid from His Majesty's Government and £P.12,091 reimbursement to Trans-Jordan Government on account of one-sixth of Trans-Jordan Frontier Force expenditure for period 1st April to 30th September, 1929. (3) Includes £P.20,000 on account of Grants-in-Aid from His Majesty's Government and £P.11,921 reimbursement to Trans-Jordan Government on account of one-sixth Trans-Jordan Frontier Force expenditure.—*Ends.*

Total anticipated deficit shown therein is £P.21,947, from which should be substracted surplus balance of £P.17,667 on 31st March, 1929, making a net deficit of £P.4,280. British Resident now anticipates that net deficit on 31st March, 1930, will be £P.5,540 or possibly greater.

Figures for 1930-1931 are as follows:—Estimated revenue exclusive of Grant-in-Aid £P.272,050. Estimated expenditure exclusive of Trans-Jordan Frontier Force —ordinary £P.301,645, extraordinary £P.18,865, total £P.320,510.

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* C. 79429/30 [No. 1]: not printed. † No. 132. ‡ No. 134.
§ C. 79428/30 [No. 2]: not printed.

C. 79429/30 [No. 5].

No. 136.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 139.]

Downing Street, 15th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Office of the 31st October last,* on the subject of the provision in the Colonial and Middle Eastern Services Vote for 1930 in respect of the Grant-in-Aid to the Trans-Jordan Administration in which the Lords Commissioners of the Treasury were informed that the Trans-Jordan Administration estimated that the expenditure for 1930 would amount to £P.328,500 and the revenue to £P.254,000, leaving a deficit of £P.64,500.

2. I am now to state, for the information of Their Lordships that the High Commissioner for Trans-Jordan in a telegram dated the 13th February, 1930,† now reports that the estimated expenditure will amount to £P.320,510, and the estimated revenue to £P.272,050, leaving a deficit of £P.48,460.

3. Sir J. Chancellor has further reported that there will be a net deficit on the 31st March, 1930, of at least £P.5,540, whereas in October last a surplus balance on the 31st March, 1930, of £P.10,419 was anticipated. Pending the receipt of a despatch from the High Commissioner, which is already in the mail, Lord Passfield is unable to offer any explanation of this considerable variation in the financial position of this Administration.

4. He adheres, however, to the opinion that some small cash balance, say of £4,000 or £5,000 must be left in the hands of the Administration on the 31st March. 1931, to enable services to be carried on, and he would suggest, for the consideration of Their Lordships, that the sum of £62,000 should now be inserted under Subhead E.3 of the Colonial and Middle Eastern Services Vote for 1930, made up as follows:—

	£P.
Excess of expenditure over revenue	48,460
Deficit as at 31st March, 1930	5,540
Balance in hand on 31st March, 1931, say	5,000
Cost of arbitration in respect of Nejd and Trans-Jordan raids (see Colonial Office letter of the 14th February‡)	2,500
Total	61,500
Say £P.	62,000

I am to add that detailed estimates are expected to arrive in this Office on the 23rd February and a copy will be forwarded to Their Lordships immediately on receipt.

I am, &c.,
O. G. R. WILLIAMS.

C. 79429/30 [No. 7].

No. 137.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 5.15 p.m., 18th February, 1930.)

TELEGRAM.

[*Answered by No.* 138.]

IN last paragraph of your telegram No. 12 of 13th February,† the estimated expenditure of Trans-Jordan Administration for 1930 exclusive of Frontier Force was shown as £P.320,510.

Enclosure III to your despatch No. 15 of 6th February,§ shows estimated expenditure for 1929 exclusive of Frontier Force £P.333,470 less £P.24,012 equals £P.309,458. Please telegraph by 21st explanation of increase of £P.11,000 in 1930.

—PASSFIELD.

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* No. 133. † No. 135. ‡ C. 79440/30 [No. 1]: not printed.
§ C. 79428/30 [No. 2]: not printed.

C. 79429/30 [No. 8].

No. 138.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 2.20 p.m., 21st February, 1930.)

TELEGRAM.

No. 17. 21ST FEBRUARY. Your telegram No. 7.* Detailed Trans-Jordan Estimates for 1930-1931 which will be forwarded to you on 23rd February show estimated revenue (exclusive of Treasury Grant-in-Aid of Trans-Jordan Administration and of Grant-in-Aid of Trans-Jordan Frontier Force) as £P.272,050 and estimated expenditure (less Trans-Jordan Frontier Force recurrent £23,015 and special and extraordinary £1,680) as £320,510.

British Resident also estimates a deficit at 31st March, 1930, of £5,540. Estimated increase in draft expenditure Estimates 1930-31 (excluding Frontier Force) as compared with approved estimated expenditure 1929-30 (excluding Frontier Force) is £5,052.

Estimated increases on Votes (excluding Frontier Force) aggregate £15,728 and main increases due to the following:—Legislature, £1,674 on account of payments and expenses of Members for the full year and increase of pay of two Members, nominated to the Executive Council. Antiquities, £702 on account of appointment of British Assistant Inspector approved in your despatch 7th January, No. 4,† and increases in Vote for Transport and Travelling. Posts, Telegraphs and Telephones, £1,772 for development of services in respect of which estimated revenue is increased by £3,940. Land Registry Survey and Land Department, £2,515.

These Departments have ben amalgamated and estimates for 1930-31 include provision for additional survey and valuation officers to accelerate fiscal survey. Police and Prisons, £5,057 to provide for 30 additional non-commissioned officers and men and ten additional irregular police. Provision for Amir's Guards has been transferred from the Civil List to this Head. Tribal Control Board, £1,400. On the other hand estimated decrease under other Votes aggregates £10,676 of which extraordinary accounts for £5,160.

C. 79429/30 [No. 11].

No. 139.

TREASURY TO COLONIAL OFFICE.

[*Answered by No.* 144.]

(S.9824/08.)

Treasury Chambers, 1st March, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letters of the 31st October, 1929,‡ and the 15th February, 1930,§ with enclosures, regarding the estimated revenue and expenditure of the Trans-Jordan Administration for the year 1930, and the Grant-in-Aid to be provided under Subhead E.3 of the Colonial and Middle Eastern Services Estimate.

My Lords note the revised figures reported by the High Commissioner in his telegram of the 13th February, 1930,‖ and They direct me to request you to inform the Secretary of State for the Colonies that They have caused provision to be made in the Estimates for a Grant-in-Aid of £60,000, arrived at as follows:—

	£
Deficit for 1930-31	48,460
Deficit at 31st March, 1930	5,540
Arbitration *re* Nejd-Trans-Jordan raids	2,000
Working Balance	4,000
	£60,000

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* No. 137. † 19716 M.E. [No. 12]: not printed. ‡ No. 133.
§ No. 136. ‖ No. 135.

I am to add, however, that it must not be assumed at this stage that the whole of the £60,000 will be issued. My Lords will decide the amount to be issued when the detailed Estimates for the Administration have been received and examined in this Department; and They will need to be satisfied as to the necessity for the increase in the estimated expenditure from £305,458 (revised estimate for 1929, excluding expenditure on the anti-locust campaign) to £320,510 (latest estimate for 1930). In this connexion Their Lordships will expect to be supplied with a full explanation of the proposed provision of £25,000 for Extraordinary Expenditure mentioned in the High Commissioner's telegram No. 76 of the 26th October, 1929,* of which a copy was enclosed in the letter of the 31st October, 1929, under reply.

My Lords will be glad if arrangements can be made for the Estimates in future years to be despatched by the High Commissioner at a sufficiently early date to enable them to be submitted to this Department not later than the middle of January.

I am, &c.,
R. V. NIND HOPKINS.

C. 79429/30 [No. 10].

No. 140.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3rd March, 1930.)

[*Answered by No.* 142.]

(No. 25.) High Commissioner's Office, Jerusalem,
22nd February, 1930.

MY LORD,

WITH reference to my telegram No. 9 of the 6th February, 1930,† I have the honour to transmit herewith copies of the Estimates‡ of the revenue and expenditure of the Trans-Jordan Administration for the financial year 1930-31, together with a copy of a covering letter and memorandum from the British Resident, Amman.

2. Your Lordship will observe from paragraphs 1 and 2 of the British Resident's letter that these Estimates were ready for submission early in December, but were delayed for reasons not yet clear to me until they had been laid before the Trans-Jordan Legislative Council.

3. In virtue of the Agreement between His Britannic Majesty and the Amir of Trans-Jordan, and of the necessity of a grant by His Majesty's Government in aid of Trans-Jordan revenues, it is necessary that the draft Estimates, after consideration and provisional approval in the Executive Council of the Trans-Jordan Government, should be transmitted for Your Lordship's prior sanction before being laid before the Trans-Jordan Legislative Council.

4. While there was, of course, no intention on the part of the Trans-Jordan Administration to embarrass His Majesty's Government in this matter, I am nevertheless of the opinion, for the reasons given in paragraph 3 above, that the procedure adopted by the British Resident with reference to these Estimates was misconceived and I have informed Colonel Cox accordingly

5. There are numerous points of detail in the Estimates transmitted herewith which require more particular scrutiny and elucidation, but, in view of the delay which has already occurred in their transmission, I submit them as they stand.

In particular, the details of approved Estimates for 1929-30 are not in accordance with the Estimates which were transmitted under cover of Mr. Luke's despatch No. 120 of the 16th August, 1929,§ and approved in Your Lordship's telegram No. 67 of the 28th November, 1929.‖

6. I have therefore instructed the British Resident to resubmit these Estimates in the approved form, and to furnish further information regarding variations in their provision.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

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* No. 132. † C. 79429/30 [No. 1]: not printed. ‡ *See* page 27.
§ No. 46 in Middle East No. 29. ‖ No. 51 in Middle East No. 29.

Enclosure 2 in No. 140.

(No. 2432.)

YOUR EXCELLENCY, 14th February, 1930.

I HAVE the honour to submit herewith the Estimates of revenue and expenditure of the Trans-Jordan Government for the year 1930-31 in the form in which they have been laid before the Legislative Council.

The Estimates were ready for submission early in December, but were delayed in the hope that the Legislative Council would examine them with sufficient expedition to make it possible for them to be passed to you after the Council had dealt with them.

They cannot, however, be laid before the Council till March, and it will therefore be necessary to again address you on this subject towards the end of that month.

The Grant-in-Aid asked for in your telegram to the Secretary of State No. 76 of the 26th of October, 1929,* was £P.54,000, and the Estimates, as originally prepared in December, were based on an expenditure of £P.359,370 and an anticipated surplus at the 31st March, 1930, of £P.8,775.

Owing to promises which were made by the Legislative Councillors that they would arrange for the remission of arrears of taxes, there has been a very serious falling off in revenue collections from the month of December inclusive onwards. This, combined with an anticipated deficit of £P.6,000 in the revenue from Customs and Excise on account of an unusually heavy hisheh crop, has made it necessary to base these present Estimates on a nexpenditure of £P.345,205 and an anticipated deficit of £P.5,540 at the 31st March, 1930

The revenue, excluding the Grant-in-Aid, amounts to £P.296,745 and the expenditure to £P.345,205, leaving a deficit of £P.48,460 The Grant-in-Aid of £P.54,000 will suffice to cover this deficit and the anticipated deficit of £P.5,540 at the 31st March, 1930.

In passing the Estimates for the year 1929-30, the Legislative Council have made certain reductions in expenditure already approved by the Secretary of State. In making these reductions the Legislative Council did not intend, in a number of cases, to make the reduction apply to the following year as well; but merely intended to ensure that certain savings should be effected. These savings would have been effected without alteration of the Estimates, and I merely mention the fact because otherwise it might be thought that there are undue increases in 1930-31.

In the accompanying memorandum, I have dealt in detail with the variations in revenue and expenditure where an explanation is required, but add the following general remarks:—

Recurrent Expenditure shows an increase of £P.10,945. Of this sum approximately £P.2,200 is due to increments and certain other changes in emoluments within the same grades. £P.1,050 is on account of the increase made in the Police in accordance with Your Excellency's instructions £P 1,400 has been provided for the Bedu Control Board. An increase of £P.2,693 appears on the Survey and Valuation side of the Department of Lands to accelerate the work of revenue reform; whilst there is an increase of £P.604 in the expenditure on the Legislative Council.

From the above it will be observed that out of the total increase of £P.10,945 approximately £P.8,000 arises from causes beyond the control of the Trans-Jordan Government, and from provisions made to improve Public Security and accelerate fiscal reforms which will be productive of added revenue in the future.

Extraordinary Expenditure shows an increase of £P.4,170 as compared with 1929-30 and after excluding the provision made in both years for anti-locust measures.

Of the total expenditure of £P.20,545, the sum of £P.7,380 is directly on account of Public Security Services, whilst £P.3,000, for constructing the very necessary telephone and telegraph line between Amman and Ma'an, is indirectly on account of Public Security.

Adding to this the sum of £P.2,000 for the locust campaign, very little remains for expansion in other directions.

The expenditure on conservation of ancient monuments has been by force of circumstances reduced to £P.200 in the forthcoming year.

The serious financial situation has also made it necessary to omit provision for subsidising Shaiks against raiding, though the idea of paying these subsidies is not thereby abandoned.

Local revenue shows an increase of £P.18,092 as compared with the Estimates of 1929-30.

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* Nos. 55 and 132.

The following Statements* are appended :—

(1) A Statement of Assets and Liabilities at 31st March, 1929.
(2) A Summary showing the estimated surplus at 31st March, 1931.
(3) An Abstract showing the actual revenue for the year 1928-29, the approved estimated revenue for the year 1929-30, and the estimated revenue for 1930-31.
(4) A similar Abstract in regard to expenditure.
(5) A detailed schedule of the estimated revenue and expenditure for the year 1930-31.
(6) A schedule of the pensions which were being paid by the Trans-Jordan Government on the 31st October, 1929.

I have, &c.,
C. H. F. COX,
British Resident.

His Excellency,
The High Commissioner for Trans-Jordan,
Jerusalem.

Enclosure 3 in No. 140.

MEMORANDUM ON THE ESTIMATES OF REVENUE AND EXPENDITURE OF THE TRANS-JORDAN GOVERNMENT FOR 1930-31.

I. REVENUE.

UNDER Head II, Item 9, there appears an increase of £P.2,000. It was intended during the current financial year to cancel the Temattu tax as it is difficult of operation and unfair in its incidence, and to replace it by some other form of tax which would produce an equivalent revenue. The collection of the Temattu was, therefore, allowed to fall into arrears. Unfortunately it has proved impossible to prepare a suitable law, and, since the Temattu remains uncollected whilst the law is still in force, it will be necessary to collect the balance of the arrears in 1930/31.

Head II, Item 12, represents the sum to be collected on account of a tax imposed on the growing of hisheh and all kinds of tobacco. The object of the tax is to gain statistics of the amount of hisheh grown, and to discourage its growth. Hitherto, it has been exempt from excise and taxation.

The increase shown in Head III, Item 6, is justified by the introduction of the new form of passport, and by the anticipated issue of Nationality Certificates, which must be taken out before a passport can be obtained.

The additional sum of £P.2,600, provided under Head IV, Item 1, is to be obtained from the sale of a new pictorial set of Postage Stamps which will be issued.

II. EXPENDITURE.

Head I. Civil List. Item 8 has been cancelled and provision made for the mechanic under XVI, Public Works Department, in order that His Highness's pump and electric plant may be under technical supervision.

Items 2 and 5 show a change in the emoluments of the Personal Adviser and Secretary. They have both been graded and the immediate effect will be that the Personal Adviser receives an increase of £P.3 and the Secretary an increase of £P.1 per month. This change is considered necessary.

At the insistence of the Trans-Jordan Government the provision for His Highness's guard has been removed from this Head and placed under Head XX, Police and Prisons.

Head III. Legislature. The increase of £P.604 arises from the fact that the pay of the two members nominated to the Executive Council, and the pay of the Secretary and clerk are for a full year, from the fact that the pay of these two Councillors has been increased from £P.300 to £P.350, and from the fact that the provision made for transport and travelling was insufficient in 1929-30.

The sum provided may appear unduly large but, in my opinion, it would be false economy to cut it down, for the Council, if its members feel that they have a grievance, can cause much trouble.

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* Not printed here.

Head V. Chief Minister and Interior. The posts of Assistant Secretary (£P.29—1—31) and of one clerk (£P.6—½—8) have been abolished and in place thereof an additional clerk at £P.13—½—16 has been provided for. This latter clerk has been absorbed from the post of Assistant Controller of State Domains, which has also been abolished.

Under Items 8 and 9 an additional clerk at £P.9—½—12 *per mensem* has been provided for to enable the Chief Minister to effectively supervise Municipal Accounts and other Municipal affairs. This post replaces one at £P.17—½—20, the cost of which has, in the past, been charged to the various Municipalities in proportion to their revenues, but this system has proved unsatisfactory in several ways.

Item 17 has been reduced for purposes of economy to £P.300, though I am convinced that the sum is inadequate.

Head VI. District Administration. Items 2, 3, and 4 show a change in the grading of Mutessarrifs. For reasons of economy two Mutessarrifs have in the past been graded at £P.26—1—31, whereas two of their colleagues were graded at £P.32—1—37. The four posts are of equal responsibility and the difference in the salaries was an unfair one. It is therefore equitable and desirable from an administrative point of view, that they should all be placed on the same footing of £P.32—1—37.

Items 8 and 9 provide for one additional Mudir Nahiya at £P.13—½—16. It is desired to re-establish the sub-district of Remtha on the Northern Frontier. Remtha is a village of 3,000 to 4,000 inhabitants and is the centre for several villages grouped in the north-eastern corner of Trans-Jordan. Its position on the Syrian frontier close to Deraa and on the edge of the settled portion of Trans-Jordan renders it important from an administrative point of view.

Item 15 provides for an additional orderly for the new Governorate.

Item 20 has been included with a view to gradually equipping Administrative officers with copies of Turkish Law books, as the majority of the laws in force in Trans-Jordan are those introduced by the Turkish régime and very few copies of these laws are available in Trans-Jordan.

Head VII. Legal Department. Certain changes in the organization of this Department have been made, and as these changes result in a saving, it is assumed that no objection will be raised.

Head VIII. Sharia' Courts. It has been found necessary to make a slight increase under Items 6 and 7. Items 6 and 7 show an increase of one Kadi at £P.21—25 against a corresponding decrease of one Kadi at £P.17—½—20. This has been done to provide adequate remuneration for the Kadi who has been sent to Ma'an to exercise the dual functions of Kadi Sharia' and Civil Magistrate. This is justified by the fact that to appoint two separate officials to these posts would cost the Government at least £P.34 per month.

Head IX. Ministry of Finance. Following on the appointment of the Treasurer as Minister of Justice, the post of Treasurer has become vacant, and it is not proposed that the vacancy should be filled, at any rate during the coming year.

Items 5 and 6 provide for the promotion of the Finance Inspector from £P.21—1—25 to £P.26—1—31. The post is one of responsibility and will be even more responsible in view of the absence of a Treasurer, as the Inspector will in future have to share many of the responsibilities hitherto borne by the Chief Revenue Officer.

Item 7 provides for a new post of Accountant at £P.26—1—31. This post is urgently required to enable the Ministry of Finance to employ an accountant with a good knowledge of English. At present the only member of the Accounts Section, who knows English, is the Chief Accountant and that officer cannot spare the time to deal efficiently with the details of accounts such as the Crown Agents, British Resident, and some of the Trans-Jordan Frontier Force works accounts which come into the Treasury.

Items 9, 10, and 11 provide for the promotion of one Accountant from £P.17—½—20 to £P.21—1—25. This officer has been at the top of his grade for several years, is very capable, and occupies a post for which the proposed salary is not excessive.

Items 27, 28, 29, and 30 provide for the promotion of one District Sub-Accountant from £P.9—½—12 to £P.13—½—16 as part of the gradual regrading of district Sub-Accountants. It must be realized that a salary of £P.9—½—12 is inadequate for an officer responsible for the control of Tax-Collectors and the collection of several thousand pounds of revenue.

Items 34 and 35 provide for an increase of two Tax-Collectors. This increase is essential as the accumulation of arrears in the districts of Amman and Es Salt will continue unless an adequate number of Tax-Collectors are employed.

As the changes under this Head result in a saving of £P.150 on the 1929-30 Estimates as approved by the Secretary of State, it is hoped that they will be sanctioned.

Head X. Customs and Excise. Item 6 provides for an additional Statistics Clerk as it is essential that the Department should be in a position to keep accurate statistics, and the present staff is inadequate.

Items 17, 18, and 19 provide for the promotion of one Customs officer from £P.9—½—12 to £P.13—½—16, and the appointment of one extra Customs officer at £P.9—½—12. These changes are necessary to ensure the efficient working of the Department.

The continued increase of Customs and Excise revenues justifies the increased expenditure on the Department.

Head XI. Public Health Department. Shows a net increase of £P.329 only. The financial situation has made it impossible to recommend any increases in expenditure, though they are urgently called for.

Head XII. Education. Shows a net increase of £P.502. Here again the financial situation has not made it possible to provide for even the increase of an Inspector, so that the Department must remain satisfied with one only.

Head XIII. Agriculture, Forests, and Veterinary. In Item 6 a Storekeeper is included. During the locust invasion at the commencement of this year, I was obliged to put my Chief Clerk in charge of the stores, and thus reduce the chaos which reigned to order.

The very urgent need for additional personnel has been met by providing an additional post at £P.9—½—12 (Items 9 and 10), and additional posts at £P.5 (Items 12 and 13).

The net increase in expenditure amounts to £P.267 only.

Head XIV. Antiquities. The increase of £P.217, on account of Item 1, follows on the fact that the post of Director was vacant for part of the year 1929-30. The present Director is also a member of the Executive Council.

Item 3 provides for a British Assistant Inspector at £P.26—1—31 *per mensem.* On the disbandment of the British Gendarmerie, Mr. Head was appointed as Inspector of the S.P.C.A. in Trans-Jordan. His appointment had to be terminated in October last as the change in the S.P.C.A. Law made by the Legislative Council largely curtailed the activities of the Society. In the past three years an Engineer, paid from conservation funds, has been employed in conservation work at Jerash and Ajlun, but lack of funds made it impossible to continue to employ him. A large part of the Inspector's time had thus, of necessity, to be given to the direct supervision of conservation, with the result that the work of general inspection and supervision was neglected. Mr. Head knowing the people, the country and the language was eminently suited for the appointment of Assistant Inspector, and the Secretary of State agreed to his appointment in his despatch No. 4 of the 7th January, 1930. Since making this appointment, it has unfortunately been necessary to very seriously curtail the work of conservation, but none the less I am most anxious that the services of Mr. Head should be retained.

One additional guard at £P.6 has been provided for, and one guard has been promoted from £P.4½ to £P.5 per month.

In view of the additional time which the Inspector will have for travelling following on the curtailment of conservation work at Jerash, an addition of £P.280 has been made in the sub-head for Transport and Travelling.

Head XVI. Public Works Department. Provision has been made for the inclusion in the staff of the Department of one Works Foreman at £P.13—½—16 (Item 5), and of a clerk for one of the Technical Assistants at £P.9—½—12 (Item 10).

Item 15 provides for the Mechanic in charge of the Amir's pumping and electric light installation who has been transferred from Head I.

Head XVI A. Public Works Recurrent. Shows a net decrease of £P.250 and includes provision for the running and maintenance of His Highness the Amir's electric light and pumping installation.

Head XVII. Posts, Telegraphs, and Telephones. In considering the net increase of £P.2,538, it must be remembered that the Legislative Council, in passing the Budget Law 1929-30, made a reduction of £P.856 on Items 1, 2, 11, 33, with the object of showing savings and not with the object of cancelling these posts, which have already been approved by the Secretary of State. For comparative purposes the net increase should, therefore, be regarded as £P 1,682 only, of which £P.1,023 is on account of "Other Charges."

Great progress has and is being made in this Department, and I submit that the increase in expenditure is justified by the increase in revenue which amounts to £P.3,940.

Head XIX. Department of Lands. The amalgamation of the Land Registry and Survey Departments into the Department of Lands, of which Mr. A. P. Mitchell is the Director, was effected during 1929-30 with Your Excellency's approval at a saving of £P.152.

The arrangement has proved most satisfactory.

In Items 6 and 7 provision has been made for the promotion of the Chief Demarcation officer This officer is and must be a son of the country; he has worked exceedingly well, and I recommend most strongly that this promotion be allowed.

Item 8 provides for an additional officer whose presence is needed to cope with the automatic expansion of the work.

As regards the Surveyors in 1929-30, the situation was somewhat complicated, but the net result was that there were 11 Surveyors employed for a whole year; whilst there were in addition 7 students who were paid as such for three months, and were engaged as Surveyors for the remaining three months of the year, making a total of 18 permanently employed at the end of the year.

In the Estimates for 1930-31 provision is made for a total of 22 Surveyors, or an increase of four.

There is an increase of one Land Registry officer at £P.13—½—16, and a reduction of one at £P.9—½—12. Two clerks at £P.6—½—8 have been reduced and the post of Assistant Controller of State Domains has been abolished.

The Director of this Department has had a very hard fight, for he has had the greatest difficulty not only in training personnel, but in finding them as well. The work of the Department is, however, now developing satisfactorily, and it would be false economy to curtail the moderate expansion shown in these Estimates.

Head XX. Police and Prisons. A. Under Items 40-43-52-62 of the Police Estimates the Commandant Police and Prisons has inserted provision for 30 additional non-commissioned officers and men in accordance with His Excellency the High Commissioner's instructions. The increased cost on this account is £P.1,050 for the half-year commencing on 1st October, 1930.

The number of irregular policemen has been increased by 10 (Items 44 and 45) with the object of placing 2 of them in each of five of the northern villages together with a regular policeman so as to minimise the smuggling of arms and goods.

It will be observed that the Police officers have been regraded. In the past the grades, in which these officers were placed, were low as compared with the grading of other Trans-Jordan Government officials occupying posts of similar responsibility.

Police officers were, however, in receipt of a Servant, Lodging, Fuel, and Light Allowance, which they will not draw in future. Officers have been placed at the incremental step within the new grade which will enable them to draw in pay an amount not less than they formerly drew in pay and Servant, Lodging, Fuel, and Light Allowance. This rule, however, could not be made applicable to Mulazims, Awal, and Tani and, in their case, it has been necessary to provide an allowance personal to the present officers in those ranks so that their new pay shall not be less than their former pay and allowances. See Head XX A, Item 67.

Head XX B, Item 11, *Head XX C, Item* 7, *and Head XX D, Item* 8. Officers of the Arab Legion will thus be given a status in the Government suitable to the posts they occupy. This scheme has been approved in principle by His Excellency the High Commissioner.

The only increases in "Other Charges"—Police—which require explanation are:—

Item 69 an increase of £P.250 due to the increase in the number of men.

Item 78 in respect of which the former provision was inadequate.

Item 89 which was also underestimated in 1929-30. This increase contributes to the increase of estimated revenue under Head IV—Posts, Telegraphs, and Telephones.

B. Under Prisons the only increases in personal emoluments are due to the regrading of officers as explained above.

Prison " Other Charges " have been slightly decreased.

C. The estimated expenditure on the Police Intelligence Service has increased owing to the regrading of officers, and to the fact that the provision for salaries in 1929-30 was for ten months only.

D. The expenditure on His Highness the Amir's guard has been transferred from Head I to this Head on the demand of the Trans-Jordan Government.

Head XXI. Miscellaneous. Item 7 has been increased following the increase of Government Revenues in which the Municipalities share. Item 9 has been reduced to £P.158. The sum of £P.158 appeared in this item in 1928-29, and was provided for subsidies in 2 Shaikhs who were able to produce an Order from the Sultan showing that they had been so paid by the Turkish Government.

Under the scheme explained in His Excellency the High Commissioner's despatch to the Secretary of State No. 66M of the 31st May, 1929, it was proposed to pay subsidies to nomad Shaikhs to enlist their help in the prevention of raiding. In the revised Estimates of 1929-30 provision was made in error for £P.500 only for this purpose. The serious financial position makes it exceedingly difficult to provide the money for these subsidies this year, and it has consequently been omitted. It is hoped that the mounting of part of the Frontier Force in Armed Cars may make it possible to avoid this payment, but, should this not prove to be the case, provision must be made later.

Head XXII. British Resident. The minor variations do not appear to call for explanation.

Head XXIII.—Audit.—A separate memorandum regarding these Estimates has already been submitted by the Colonial Auditor, but, in the present circumstances, it has proved impossible to allow the increase in Establishment he has recommended.

Head XXIV. Tribal Control Board. This constitutes a new Head of Expenditure for which the need has been explained in His Excellency the High Commissioner's despatch No. 66M of the 31st of May, 1929.

The Board has done very good work and the expenditure is well justified.

The pay provided for His Highness the Amir Shaker is the very least that can be offered.

The intention is that the nominated member shall be chosen as desired from a panel of Shaikhs, and that he shall be paid 500 mils for each day the Board sits, and 250 mils for the day preceding and the day following a sitting to meet his expenses in reaching the place of meeting and in returning to his home.

Head XXVI. Antiquities Extraordinary. The difficult financial situation has made it necessary to reduce the estimated expenditure to the meagre sum of £P.200. It is not, however, intended to change the policy in regard to conservation, and in 1931-32 an endeavour will be made to again provide a sum in the neighbourhood of £P.3,000.

Head XXIX. Public Works Extraordinary. The sum of £P.250 provided under Item 2 is revoted from 1929-30, since a difficulty in acquiring the land necessary for the building made it impossible to spend the money in that year.

Accommodation for the Arab Legion animals at Amman is urgently necessary, and half the total estimated expenditure has been provided in Item 6.

Accommodation for the Police cannot be found at el-Kasr, and it is essential to have a post there. Provision for its construction has been made.

Item 17 provides for the purchase of a water cart for use with the roller in metalling the roads. These roads must be repaired in the summer months, so that traffic may be diverted through the fields and a dry rolled metalled road lasts but little time.

The remainding items do not appear to call for comment.

Head XXX. Posts, Telegraphs, and Telephones Extraordinary. Telegraphic communication with Ma'an and Kerak is at present dependent on the Hedjaz Railway telegraph line, which is most unreliable and is often out of order for days on end, owing to the poor quality of the poles, wire, and lack of insulators. This line has also the great disadvantage of being well outside the settled area for more than three-fourths of its length, and could easily be cut by any hostile body of Bedu from the

East. From the point of view of public security and to open up the south of Trans-Jordan an inland telegraph and telephone route from Amman to Ma'an via Tagileh and Keark is of great importance. During the present year a metallic circuit telegraph and telephone line on good poles has been constructed from Amman to Madeba and Dhiban, and the original intention was to complete the line to Ma'an over a further period of three years. In view, however, of the importance of establishing reliable communication with Ma'an as soon as possible provision of £P.3,000 has been made to ensure the completion of the whole line by the end of 1931-32.

Head XXXII. Anti-Locust Campaign. There are indications of a fresh invasion of locusts into Trans-Jordan, and it has been thought advisable to provide £P.2,000 to enable the Trans-Jordan Government to start the Anti-Locust Campaign, if necessary. If the menace is averted, this money can, of course, be saved; but, if on the other hand locust swarms arrive to the same extent as in 1929, it is feared that this provision will not be sufficient.

Should the whole of this sum not be required, it is hoped that permission may be given to spend the balance on some of those urgent works which have remained unprovided for.

Head XXXIII. Police and Prisons Extraordinary. The sum of £P.5,530 has been provided for re-arming the Police.

In your despatch No. 61 of the 26th April, 1929,* to the Secretary of State, Your Excellency wrote as follows:—

> " The provision for new armament for the Arab Legion is clearly necessary. But I am doubtful whether the state of Trans-Jordan finances will permit of the additional expenditure of £P.6,000 which is involved. Before making any definite recommendation on this matter, I desire to consider it further in relation to the larger question of tribal intelligence and control, on the examination of which I am at present engaged. I content myself at this stage with transmitting the enclosed report from Colonel Cox for your information."

Your Excellency has since agreed, in discussing the general terms on which the 1930-31 Estimates should be framed, that this provision should be made.

C. 79429/30 [No. 12].

No. 141.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.40 p.m., 4th March, 1930.)

TELEGRAM.

4TH MARCH. No. 22. My telegram No. 17.† Trans-Jordan Administrative Estimates, 1930-31. British Resident now estimates deficit in respect of 1929-30 as £P.28,667 which less £17,667 brought forward at 1st April, 1929, leaves estimated deficit at 31st March, 1930, at £11,000. Principal reasons for deficit are non-realization of revenue estimates owing to prevailing economic conditions and the cost of the locust campaign which is estimated to cost up to £13,994 by 31st March, 1930.

Trans-Jordan Government are exercising stringent economy to meet present financial situation. I have advanced Trans-Jordan Government £8,000 from Palestine Funds to meet immediate cash requirements. British Resident also informs me that in view of the serious situation arising from locust invasion he will require at least £12,000 for expenditure on this account during 1930-31, namely an increase of £10,000 over provision made in draft Estimates, forwarded with my despatch, 22nd February, No. 25.‡ Draft Estimates 1930-31 excluding Grant-in-Aid for Frontier Force and His Majesty's Government's Grant show deficit of £48,460. British Resident informs me that he can increase estimated revenue for 1930-31 by £2,500. Grant-in-Aid required for Trans-Jordan 1930-31 (*a*) to meet estimated deficit 1929-30 at 31st March, 1930, (*b*) to balance estimates for 1930-31 and (*c*) to make additional provision for locust campaign is therefore approximately £P.67,000.

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* C. 69403/29 [No. 17]: not printed. † No. 138. ‡ No. 140.

C. 79429/30 [No. 13].

No. 142.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

[*Answered by No.* 143.]

(No. 24.)

Downing Street, 13th March, 1930.

SIR,

I HAVE the honour to acknowledge the receipt of your despatch No 25 of the 22nd February, 1930,* transmitting copies of the Estimates of revenue and expenditure of the Trans-Jordan Administration for the financial year 1930-31, and of your telegram No. 22 of the 4th March, 1930,† in which you anticipate that the deficit in respect of the period 1929-30 will be £P.11,000 instead of the sum of £P.5,540 previously intimated, and that it will be necessary to increase the Grant-in-Aid to meet this increased deficit and the additional expenditure required for anti-locust measures in 1930-31.

2. In this connexion I forward for your information copies of correspondence‡ which has taken place with the Secretary of the Treasury regarding the provisions to be made in the Colonial and Middle Eastern Services Estimate for 1930 in respect of the Grant-in-Aid of the Trans-Jordan Administration, which Estimate was closed on the 1st March. It will be seen that final provision has been made for a Grant-in-Aid in 1930-31 of £60,000, and that this amount includes a sum of £2,000 on account of the estimated cost to Trans-Jordan of arbitration in connexion with past raids between the tribes of Trans-Jordan and Nejd, and also a sum of £4,000 to provide a working balance as at 31st March, 1931. It will not now be possible to increase this provision and your attention is directed to the observations of Their Lordships in paragraphs 3 and 4 of the letter from the Treasury. The British Resident, in his commentary on the Estimates, has already given his explanations on most of the expenditure items, but I should be glad if you would forward such additional comments as you may consider necessary in view of the remarks of Their Lordships.

3. I note that you have instructed the British Resident to re-submit the Estimates in the approved form and to furnish further information regarding variations in their provision. It is presumed that these revised Estimates will include the increased revenue and the details of the anticipated increased expenditure on the locust campaign as intimated in your telegram No. 22 of the 4th March, 1930. It will also be necessary to include the sum of £P.2,000 as representing the share (approximate) payable by Trans-Jordan on account of the expenditure on Arbitration in respect of the Trans-Jordan-Nejd raids.

I have, &c.,
PASSFIELD.

C. 79429/30 [No. 16].

No. 143.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 22nd April, 1930.)

(No. 46.)

High Commissioner's Office, Jerusalem, 12th April, 1930.

MY LORD,

I HAVE the honour to refer to Your Lordship's despatch No. 24 of the 13th March, 1930,§ regarding the Estimates of revenue and expenditure of the Trans-Jordan Administration for the financial year 1930-31.

2. I now transmit for Your Lordship's information revised abstracts of revenue and expenditure in respect of this financial period, together with a summary showing the estimated deficit at the 31st March, 1931.‖

3. It will be seen from these abstracts that the British Resident has reduced the estimated revenue by £P.6,000 and the estimated expenditure by £P.225. The estimates have been amended in accordance with the observations made in Your Lordship's despatch under reference, and other variations are shown by the British Resident in the footnotes to the abstracts. The estimates as now submitted show a

* No. 140. † No. 141. ‡ Nos. 136 and 139. § No. 142. ‖ *See* page 47.

total estimated revenue of £P.344,745 and a total estimated expenditure of £P.344,980 or a deficit of £P.235.

4. It will be observed from the summary that the deficit at the 31st March, 1930, is now estimated at £P.8,943 instead of £11,000 as reported to Your Lordship in my telegram No. 22 of the 4th March,* and that as a result of the amendments referred to in paragraph 3 above, the estimated deficit at the 31st March, 1931, is £P.9,178.

5. I am satisfied that there is a reasonable prospect of realizing the estimated revenue, although that estimate shows a substantial increase on the revised estimated revenue for 1929-30. The latter, however, was adversely affected by the economic conditions which resulted from the recent disturbances in Palestine; but there is good reason to hope that these conditions are now steadily resuming the normal. Further, the Trans-Jordan Government have found it possible by revising the Customs and Excise Tariff, to increase the estimated revenue from this source.

6. As regards the estimates of expenditure, I am satisfied that the Trans-Jordan Government have framed those estimates on economical lines and I enclose details showing particulars of the reductions affected as compared with the estimates submitted to Your Lordship under cover of my despatch No. 25 of the 22nd February, 1930.†

It will be seen that while the Trans-Jordan Government have effected a total reduction of £P.7,485 under ordinary expenditure, it has been necessary to increase the provision under extraordinary expenditure by £P.7,260 on account of the anti-locust campaign and the approximate share payable by Trans-Jordan on Arbitration in connexion with the Trans-Jordan-Nejd raids.

7. I regret the necessity for the many revisions of these estimates both in respect of the estimated deficit 1929-30 and of the estimated revenue and expenditure for 1930-31. Your Lordship will, however, appreciate the difficulty in present conditions of forecasting with any degree of certainty the financial position, owing to:—

(*a*) the expenses inevitably incurred on anti-locust campaigns in 1929-30 and in 1930-31; and

(*b*) the effect of the Palestine disturbances on the revenue of Trans-Jordan in both years.

With regard to (*a*), the anti-locust campaign in Trans-Jordan has cost approximately £P.10,000 from 1st January, 1929, to the 31st March, 1930, and is estimated to cost £P.12,000 in 1930-31.

With regard to (*b*) it is difficult, even yet, to estimate the actual financial effect of the Palestine disturbances on Trans-Jordan revenue.

8. In addition, the re-arming of the Arab Legion (vide Head XXIII, Police and Prisons Extraordinary), which is estimated to cost approximately £P.5,500, could no longer be conveniently delayed, and I trust that, in view of the considerations set forth above, Your Lordship will see fit to approach the Imperial Treasury with a view to supplementing the Grant-in-Aid for the financial year 1930-31 by £P.14,000 (i) to meet the estimated deficit of the Trans-Jordan Administration at the 31st March, 1931, and (ii) to provide a working cash balance of approximately £P.5,000.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for
Trans-Jordan.

C. 79429/30 [No. 17].

No. 144.

COLONIAL OFFICE to TREASURY.

Downing Street, 2nd May, 1930.

SIR,

WITH reference to Sir R. V. Nind Hopkins' letter No. S. 9824/08 of the 1st March, 1930,‡ on the subject of the Estimates of revenue and expenditure of the Trans-Jordan Administration for the financial year 1930-31, I am directed by Lord Passfield to foward for the information of Their Lordships, a copy of the Estimates§ as originally submitted together with a covering letter and Memorandum from the British Resident.

2. These Estimates were subsequently revised in view of:—

(*a*) The anticipation that the deficit for the period 1929-30 would be materially increased;

* No. 141. † No. 140. ‡ No. 139. § *See* page 27.

(*b*) The decision to make provision for a Grant-in-Aid of £60,000 as intimated in Sir R. V. Nind Hopkins' letter under reference; and,

(*c*) The necessity to make further provision on account of anti-locust measures, and the estimated cost to Trans-Jordan of the forthcoming investigation into outstanding claims in respect of past raids between the tribes of the Hejaz, Nejd, and Trans-Jordan;

and I am to transmit a copy of a despatch* with the relative enclosures from the High Commissioner, Trans-Jordan. The amendments effected in the original Estimates have been shown in the form of abstracts. It will be observed that the deficit at 31st March, 1931, on the assumption that the full Grant-in-Aid of £60,000 will be available, is estimated at £P.9,178.

3. Consideration is now being given to the details of the Estimates, and a further communication will be addressed to you in due course.

I am, &c.,
F. J. HOWARD.

C. 79429/30 [No. 19].

No. 145.

TRANS-JORDAN

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 2nd June, 1930.)

(No 60.)

MY LORD, Government Offices, Jerusalem, 24th May, 1930.

I HAVE the honour to refer to Head XIX, Items 8 and 11, of the draft Trans-Jordan Administration Estimates for 1930-31, which were transmitted to Your Lordship's approval under cover of my despatch Trans-Jordan No. 25 of the 22nd February, 1930.†

2. Provision is made in the draft Estimates under these items as follows :—

		£P.
Item 8	Demarcation Officer at £P 26-1-31	312
Item 11.	3 Surveyors at £P.13-½-16	558
		870

The British Resident reports that the Director of Lands now desires to replace these items by the following with effect from the beginning of the financial year 1930-31 :—

		£P.
Demarcation Officer	at £P.21-1-25...	252
2 Surveyors	at £P.17-½-20...	384
1 Surveyor	at £P.13-½-16...	180
		816

3. In anticipation of Your Lordship's approval I have authorized these amendments, which will result in a saving of £P.54, and now submit them for Your Lordship's covering sanction.

I have. &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

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* No. 143. † No. 140.

C. 79429/30 [No. 20].

No. 146.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 16th June, 1930.)

(No. 67.)

MY LORD, High Commissioner's Office, Jerusalem, 7th June, 1930.

I HAVE the honour to refer to Head XX A, Item 14, of the Trans-Jordan Administration Estimates 1930-31, copies of which were submitted to Your Lordship under cover of my despatch Trans-Jordan No. 25 of the 22nd February, 1930 *

2. The British Resident, Amman, has reported that owing to the illness of one of the two Wireless Telegraphy operators, Arab Legion, at present employed, it has become necessary to appoint as a relief the third and additional operator for whom provision is made in the Item under reference.

3. In these circumstances, I have authorized the British Resident to make this additional appointment on a monthly basis, pending Your Lordship's approval of the Estimates, and instructed him to make the necessary financial provision from savings under Personal Emoluments

4. I shall be glad if I may receive your Lordship's approval of this arrangement.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

C. 79429/30 [No. 21].

No. 147.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 17th July, 1930.

I AM directed by Lord Passfield to refer to the letter from this Office of the 2nd May† forwarding a copy of the revised Estimates for 1930 of the Trans-Jordan Administration, and to offer the following comments thereon.

2. Their Lordships will observe that, as a result of the despatch sent to Trans-Jordan on the 13th March,‡ a copy of which is enclosed for the information of Their Lordships, the High Commissioner's revised estimate of revenue, excluding Grants-in-Aid on account of the Frontier Force and the Administration itself, now amounts to £P.260,050, whilst the expenditure, recurrent and extraordinary, excluding expenditure on the Trans-Jordan Frontier Force, now amounts to £P.320 285, showing a deficit on the year of £P.60,235. In addition, there is an estimated deficit on the 31st March, 1930, of £P.8,943, and Sir John Chancellor asks that provision should be made for a working balance on the 31st March, 1931, of £5,000. The total Grant-in-Aid, therefore, for which he now asks amounts to £P.74,000.

3. In Their letter of the 1st March,§ No. S. 9824/08, Their Lordships approved, subject to examination of the Estimates, a Grant-in-Aid of £60,000 under Sub-head E.3 of the vote for Colonial and Middle Eastern Services, 1930, made up as follows :—

	£
Vote for 1930-31	48,460
Vote for 31st March, 1930	5,540
Arbitration *re* Nejd-Trans-Jordan roads	2,000
Working balance	4,000
	60,000

Turning to the details of the Estimates, Lord Passfield desires to comment on the following items :—

Revenue Heads. Excluding Grants-in-Aid, the revenue is now estimated at £260,050 as compared with the revised estimated revenue in 1929, on the same basis,

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* No. 140. † No. 144 ‡ No. 142. § No. 139.

of £237,451. I am to say that, in view of the destruction of crops by locusts and of other causes, Lord Passfield considers that this estimate is not susceptible of any increase, and should be accepted.

Expenditure. (A) *Recurrent.* Total £294,160 as compared with £301,645 in the original estimates for 1930, and £283,151 in the year 1929. The revised estimate has been examined in detail and the following items call for special comment:—

(1) *Head III. Legislature. Item* 4. Provision of £P.700 for the emoluments of tne two Elected Members of the Legislature.

It is observed that a consolidated salary of £350 per annum has been substituted for the salary of £300 per annum plus an allowance of £60 per annum which was inserted in last year's Estimates in regard to which, as indicated in the letter from this Office of the 9th April,* the High Commissioner's explanation of the additional payment is awaited. A further letter will be addressed to Their Lordships when this information is received.

(B) *Non-recurrent.* (1) *Head XXXII. Anti-locust Campaign* £12,000. The situation as regards the locust invasion has been very grave; large swarms of locusts re-appeared and necessitated extensive preventive measures. Recent reports show that the menace has been dealt with efficiently, and that the invasion of locusts is being checked. It will, however, be necessary to continue the preventive campaign so long as the invasion from the Hejaz is maintained and, in all the circumstances, Lord Passfield is satisfied that the provision of £12,000 under Head XXXII is required.

(2) *Head XXXIII. Police and Prisons Extraordinary.* Provision of £5,530 for re-arming of the Police Force.

The unserviceable nature of the armament of the Arab Legion was indicated in the enclosure to the High Commissioner's despatch No. 61 of the 16th April, 1929,† of which a copy was transmitted to Their Lordships with Colonial Office letter of the 10th May, 1929.‡

Sir John Chancellor, in his despatch No. 46 of the 12th April,§ a copy of which was forwarded with Colonial Office letter of the 2nd May,‖ is of the opinion that the re-arming of this Legion can no longer be conveniently delayed, and Lord Passfield is in agreement with the High Commissioner's views.

(3) *Head XXXIV. Nejd Arbitration,* £2,000. The sum of £2,000 has been inserted as the approximate amount of the share of the cost of the Nejd-Trans-Jordan arbitration payable by the Trans-Jordan Government, to which, as stated in Sir R. V. Nind Hopkins' letter No. S. 24388 of the 20th February,¶ Their Lordships have signified their assent.

4. I am now to transmit herewith, for Their Lordships' information, a copy of a despatch from the High Commissioner, No. 60 of the 24th May,** in which he proposes an adjustment under Head XIX, Department of Lands, resulting in a net decrease on that Head of £54, and also a copy of a despatch No. 67 of the 7th June,†† in which it is reported that, owing to the illness of one of the two Wireless Telegraphy operators in the Arab Legion, it has become necessary to appoint as a relief a third and additional operator on account of whom provision is made under Item 14 of Head XX A. Subject to Their Lordships' concurrence, Lord Passfield proposes to approve of this arrangement.

The small decrease of £54 referred to above reduces the estimated deficit on the year to £60,191.

5. I am to ask that Their Lordships may be moved to signify Their approval of these revised Estimates, subject to a satisfactory explanation being obtained in regard to (A) (1) above and, in the meantime, Lord Passfield proposes to request the High Commissioner to use his utmost endeavours to effect further reductions in expenditure with a view to avoiding a Supplementary Estimate, and to render as soon as possible after the end of each quarter returns of revenue and expenditure with the least possible delay. He realizes, however, that it may prove impossible to avoid Supplementary provision, but this question will be considered later on in the financial year in the light of financial returns for the first nine months.

6. I am to draw Their Lordships' attention to the High Commissioner's expression of regret, which Lord Passfield shares, at the considerable variations disclosed

* No. 159. † C. 69457/29 [No 1]: not printed. ‡ C. 69457/29 [No. 3]: not printed.
§ No. 143. ‖ No. 144. ¶ C. 79440/30 [No. 10]: not printed.
** No. 145. †† No. 146.

between the original and the revised Estimates. Sir John Chancellor attributes these variations to the difficulties experienced in connexion with the anti-locust campaign and to the effect of the disturbances in Palestine last year. It is hoped, however, that, with the return to normal conditions, very much closer estimating may result.

I am, &c.,
O. G. R. WILLIAMS.

C. 79429/30 [No. 22].

No. 148.

TRANS-JORDAN.

THE ACTING HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 18th August, 1930.)

[*Answered by Nos.* 150, 155, *and* 156.]

(No. 86.)

MY LORD, Jerusalem, 9th August, 1930.

I HAVE the honour to refer to the correspondence terminating with the High Commissioner's despatch Trans-Jordan No. 46 of the 12th April, 1930,* on the subject of the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the financial year 1930-31.

2. The draft Estimates submitted to Your Lordship under cover of Sir John Chancellor's despatch Trans-Jordan No. 25 of the 22nd February, 1930,† have now been reviewed in detail by the Trans-Jordan Legislative Council, and I transmit herewith for Your Lordship's information a copy of a letter from the British Resident, Amman, No. 2432 dated the 3rd June, 1930, enclosing the following documents‡:—

(i) Schedule "A," showing the changes made by the Legislative Council, in the original draft Estimates;
(ii) Schedule "B," showing the changes finally recommended by the British Resident;
(iii) Abstract "C" revised abstracts of Estimated Revenue and Expenditure embodying the British Resident's final recommendations in Schedule "B" as compared with the revised Abstracts of Revenue and Expenditure transmitted to Your Lordship under cover of the High Commissioner's despatch Trans-Jordan No. 46 of the 12th April last;
(iv) Summary "D," showing the estimated surplus at the 31st March, 1931, on the basis of the British Resident's recommendations in Schedule "B";
(v) Explanatory Memorandum by the British Resident.

Your Lordship will observe that the British Resident has been unable to endorse all the changes made by the Legislative Council, as in his opinion, in many cases these changes are unsuitable, *e.g.*, the proposal to abolish the appointment of the Controller of State Domains Head XIX, Item 27, page 4 of the British Resident's Memorandum, and the reductions proposed under Head XI, Public Health Department, Memorandum, page 2.

3. The Estimates as finally submitted in Abstract "C" show a total estimated Revenue of £P359,345 and a total estimated Expenditure of £P349,971, or an excess of Revenue over Expenditure of £P9,374.

It will be seen that the estimate of Revenue is based on the assumption that Your Lordship has approved the recommendation made in paragraph 8 of the High Commisioner's despatch Trans-Jordan No. 46 of the 12th April, 1930, that the Imperial Treasury should be moved to supplement the Grant-in-Aid to the Trans-Jordan Administration for 1930-31 by £P14,000.

4. It will be observed from the Summary "D" that the deficit at the 31st March, 1930, is now estimated at £P3,986 instead of £P8,943 as reported to Your Lordship in paragraph 4 of the High Commissioner's despatch Trans-Jordan No. 46 of the 12th April. As a result of this reduction in the deficit, and of the changes recommended by the British Resident in Schedule "B," it is now estimated that there will be a surplus balance of £P5,385 at the 31st March, 1931.

The considerable decrease in the estimated deficit at the 31st March, 1930, is due to the fact that whereas the previous figure of £P8,943 was based on actual

* No. 143. † No. 140. ‡ *See* pages 52 *et seq.*

expenditure up to the 31st January, 1930, the details of actual expenditure up to the 31st March are now available, with the exception of some minor adjustments, and show savings on expenditure amounting to approximately £P4,000. Revenue is also approximately £P1,000 in excess of the last forecast.

5. The changes made in the estimates of expenditure are explained in detail in the British Resident's Memorandum. I would invite Your Lordship's particular attention to the following items:—

(*a*) *Head I. Civil List.* (*Memorandum, page* 1).

Your Lordship will observe that the Legislative Council has requested that £P1,000 per annum be provided for the Amir Talal and that the request has been endorsed by the British Resident.

While I am of the opinion that the Amir Abdullah should be assisted in meeting his heavy financial obligations, the proposal is one involving a question of principle, *i.e.*, paying an annuity direct to a member of the Amir's family, which should be considered separately by the High Commissioner.

(*b*) *Head X. Customs and Excise.*

The British Resident reports that it is desirable that the following item under this head should be sanctioned as early as possible:—Item 29. Two additional Customs Guards (see page 12 of the original draft Estimates) at £P5 per month.

In these circumstances the High Commissioner authorized the British Resident to make those appointments forthwith in anticipation of Your Lordship's approval.

(*c*) *Head XII Education.*

I am satisfied that the proposed increases under Category "A" are desirable. As regards Category "B" I agree that, on financial grounds, provision for the establishment of a Boarding School at Es-Salt should for the present be postponed.

(*d*) *Head XVII. Posts, Telegraphs and Telephones.*

The British Resident reports that it is highly desirable that the appointment of Inspector provided under Item 2 of this head should be filled as early as possible. There is at present a lack of adequate supervision over district Postmasters with the result that cases of slackness and dishonesty pass undetected for some time.

The appointment of a clerk and typist under Item 5 of this head is also urgently required to enable the Postmaster-General's office to keep routine work up to date.

In these circumstances I have authorized the British Resident to make these two appointments in anticipation of Your Lordship's approval.

(*e*) *Head XIX. Department of Lands.*

The British Resident has reported that the sum of £P250 under Item 33 of this head, Tents and Camp Equipment, is urgently required to meet the immediate needs of the Survey Department, in order that the Department may be able adequately to deal with the increased amount of field work which is now being undertaken.

The sum of £P150 is authorized for this purpose in the approved Estimates for 1929-30, and an additional sum of £P100 is therefore required to meet the urgent expenditure referred to above.

In these circumstances the High Commissioner authorized this expenditure of the amount in anticipation of Your Lordship's approval.

(*f*) *Head XX. Police and Prisons* (*A*)

I concur in the view of the Legislative Council, which is supported by the British Resident, that the provision of £P576 for three Investigation Officers under Item 9 of this head should be deleted. The duties performed by these officials consist merely in the preparation of cases for submission to the Public Prosecutor, and the Government and the Judicial Adviser agree in considering that these three appointments are unnecessary and should be deleted.

(*g*) *Head XX. Police and Prisons* (*C*).

I agree that the allowance of £P36 per annum to the Secretary of the Beduin Control Board (Item 8) should be deleted.

(*h*) *Head XXX. Posts, Telegraphs, and Telephones.*

Extraordinary Expenditure.—In the draft Estimates submitted to Your Lordship under cover of the High Commissioner's despatch Trans-Jordan No. 25 of the 22nd February, 1930,* provision of £P3,000 was made under this head for the continuation of the Amman-Ma'an telegraph and telephone line.

* No. 140.

This provision was reduced to £P1,000 in the revised Abstract of Expenditure which accompanied Sir John Chancellor's despatch Trans-Jordan No. 46 of the 12th April, 1930,* and, as Your Lordship will observe from the British Resident's Explanatory Memorandum, Enclosure V, the Legislative Council has now deleted the provision altogether.

I agree, however, with the British Resident that on the ground of public security it is most desirable that the reduced provision of £P1,000 should be reinstated in the Estimates for the purpose of continuing this important line. With this sum the line, which has now reached Dhiban, can be completed to El Kasr, where there is a police post already linked to Kerak by an earth return circuit. The completion of the line to El Kasr will thus connect the two police posts at Dhiban and Kerak, and will also ensure direct communication between Kerak and Amman.

I have therefore requested the British Resident to cause indents for the necessary material to be prepared at once. These indents will be forwarded to Your Lordship, as soon as received, for transmission to the Crown Agents for the Colonies subject to Your Lordship's approval of the expenditure involved.

(*i*) *Head XXXII. Anti-Locust Campaign.*

In the draft Estimates submitted to Your Lordship under cover of the High Commissioner's despatch Trans-Jordan No. 25 of the 22nd February, 1930,† provision for £P2,000 was made under this head for anti-locust measures.

This provision was increased to £P12,000 in the revised Abstract of Expenditure submitted under cover of Sir John Chancellor's despatch Trans-Jordan No. 46 of the 12th April,* and Your Lordship will observe that in the British Resident's final recommendations—vide Schedule "B"—the provision is further increased to £P17,000. This increase of £P5,000 was originally intended to cover two distinct requirements, namely:—

(i) £P2,300 to cover the cost of completing the 1930 anti-locust campaign (thus bringing the expenditure in respect of that campaign to a total of £P14,300); and

(ii) £P2,700 for the purchase of material in preparation for the campaign which may be anticipated in 1931.

The British Resident has since, however, reported that the sum of £P14,300 referred to in (i) above has proved insufficient to meet the actual expenditure and commitments incurred in respect of the 1930 campaign, and that he has now been compelled to allocate the full amount of £P17,000 for this purpose.

It will be appreciated that the necessity of taking immediate measures to combat the recent locust invasion made it impossible to defer incurring this expenditure pending Your Lordship's approval of the Estimates as a whole, and I trust that in these circumstances the expenditure of £P17,000 for this service may be sanctioned.

6. Subject to my observations under Head I, Civil List, I endorse the British Resident's recommendations in Schedule "B," Enclosure III to this dispatch, and would ask that the draft Estimates as finally amended in accordance with those recommendations may receive Your Lordship's approval.

I have, &c.,
S. S. DAVIS,
Acting High Commissioner for
Trans-Jordan.

Enclosure 1 in No. 148.

(No. 2432.)

YOUR EXCELLENCY, Amman, 3rd June, 1930.

I HAVE the honour to refer to Your Excellency's despatch No. 46 of the 12th April, 1930,* to the Secretary of State for the Colonies, regarding the Estimates of Revenue and Expenditure of the Trans-Jordan Government for the financial year 1930-31.

2. Your Excellency is aware that the Legislative Council has since completed its scrutiny of the draft Estimates, and that they have suggested certain changes therein.

It has also become necessary to make additional provision for anti-locust measures.

* No. 143. † No. 140.

3. I now submit the following for Your Excellency's consideration :—

(i) Schedule "A" showing the changes made by the Legislative Council in the Estimates as submitted under cover of your despatch No. 25 of 22nd February, 1930.*

(ii) Schedule " B " showing the changes which are now recommended by me in the Estimates as submitted under cover of your despatch No. 25 of 22nd February, 1930.

(iii) Abstracts " C " of Revenue and Expenditure showing the result of my recommendations as compared with the Abstracts submitted to the Secretary of State under cover of Your Excellency's despatch No. 46 of 12th April, 1930.†.

(iv) A Summary showing the estimated surplus at 31st March, 1931.

4. The Estimates as now submitted show a total estimated revenue of £P359,345 and total estimated expenditure of £P349,971 or a surplus of £P9,374.

5. It will be observed from the Summary that the deficit at the 31st of March, 1930, is now estimated at £P3,986 instead of £P8,943 as reported to the Secretary of State in Your Excellency's despatch of the 12th April, 1930, and that as a result of this reduction in the estimated deficit at 31st March, 1930, and the changes in the estimates of revenue and expenditure which are now recommended, it is estimated that there will be a surplus of £P5,388 at 31st March, 1931.

The considerable decrease in the estimated deficit at 31st March, 1930, is due to the fact that whereas the previous figure was based on actuals up to 31st January, 1930, the actuals up to 31st March are now available with the exception of some minor adjustments, and the figures available show savings on expenditure amounting to £P4,000 in excess of the amount anticipated.

Revenue is also approximately £P1,000 in excess of the last forecast.

6. The increases in the estimated revenue for 1930-31 are explained in a footnote to the Abstract.

7. The changes made in the estimates of expenditure are dealt with in detail in the enclosed Memorandum. With a few exceptions my recommendations consist of reductions under ordinary expenditure.

Under extraordinary expenditure it has unfortunately been found necessary to increase the provision for anti-locust measures by £P5,000.

8. I have the honour to invite Your Excellency's attention to the fact that the estimated surplus of £P5,388 at 31st March will constitute a working cash balance for the Trans-Jordan Government at the commencement of 1931-32, and I hope, in view of the recommendations made in Your Excellency's despatch No. 46 of 12th April, 1930, that such a balance should be provided, that His Majesty's Government will approve the payment of the Grant-in-Aid of £P74,000 which has already been asked for by Your Excellency.

9. Your Excellency will, I think, appreciate my reasons for withholding my recommendation for the adoption of many of the changes in the draft estimates proposed by the Legislative Council for these proposals have in some cases been made from purely personal motives, and in others in disregard of the obvious impossibility of their adoption.

I have, &c.,
C. H. F. Cox,
British Resident.

His Excellency
The High Commissioner for Trans-Jordan.

C. 79429/30 [No. 27].

No. 149.

COLONIAL OFFICE to TREASURY.

[*Anwered by No.* 153.]

Downing Street, S.W.1, 30th September, 1930.

SIR,

I AM directed by Lord Passfield to refer to Colonial Office letter of the 11th of September‡ regarding the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the financial year 1930-1931, and to request you to inform Their

* No. 140 † No. 143. ‡ C. 79425/30 [No. 15]: not printed.

Lordships that, in view of the fact that many of the alterations suggested by the Legislative Council of Trans-Jordan are made without due regard to the present financial situation Lord Passfield proposes to confine his consideration to the Estimates as revised in Schedules " B " and " C " enclosed with Sir S. Davis' despatch of the 9th of August* as amended by his despatch of the 21st of August.† These Estimates have now been carefully examined and, omitting the subsidy to the Amir Talal of £1,000 proposed under Head I of Expenditure, which is not recommended by the Acting High Commissioner, and excluding the Grant-in-aid for the Trans-Jordan Frontier Force items separately dealt with, the financial position disclosed is as follows :—

	£	£
Final Revised Estimate of Revenue	260,650	
Final Revised Estimate of Expenditure	324,276	
Deficit on the year	£63,626	63,626
Add further expenditure on locust campaign. (Trans-Jordan despatch of 21st August†) ... ... net		3,925
Add for further control measures (see semi-official letter of the 22nd of September to Mr. Trickett‡)		8,228
Add deficit at 31st March, 1930		3,986
Add working balance at 31st March, 1931		4,000
Total		£83,765

2. It will be observed that the deficit of £8,943 at 31st March, 1930, mentioned in Colonial Office letter of the 17th of July,§ has now been reduced to £3,986, and the additional expenditure is due to (*a*) £8,228 in respect of more efficient measures of control of the Trans-Jordan tribes, the effect of which on the financial position of the Territory was indicated in the letter from this Department of the 22nd of September addressed to Mr. Trickett, and (*b*) £5,325 gross on account of unavoidable expenditure on the anti-locust campaign.

3. Apart from these items of expenditure, which Lord Passfield is satisfied are essential, the estimates of expenditure, both current and extraordinary, have been subjected to drastic reduction, vide Enclosure 3 to the Acting High Commissioner's despatch of 9th August and Enclosure 1 to his despatch of 21st August referred to above, indeed were the financial outlook brighter Lord Passfield would have been inclined to the view that the curtailment of several items, for example, those under the Ministry of Finance (Head IX), Public Works Recurrent (Head XVIA) and Extraordinary (Head XXIX) has been somewhat rigorous.

4. Lord Passfield is satisfied that the Estimates now submitted are not susceptible of further reduction without detriment to the efficiency of the Administration, and considers it unnecessary to comment in detail on the increase in Revenue, viz., £600, now shown, or on the various reductions proposed in Expenditure: he is, moreover, satisfied that the increase under Head XII, Education, cannot be deferred.

5. I am to request, therefore, that Their Lordships may be moved to signify Their approval of the Estimates as now revised and, in view of the Constitutional measures involved as a result of the proposal to over-ride the recommendations of the Legislative Council, Their Lordships will recognize that it is a matter of some urgency that approval of the Estimates should be conveyed to the High Commissioner at an early date.

6. Lord Passfield is aware that the approval now sought will necessitate the submission at a later date of a Supplementary Grant-in-aid of £24,000 under Sub-head E.3 of the Vote for Colonial and Middle Eastern Services for the current financial year.

As regards the question of financing the Trans-Jordan Administration pending the approval by Parliament of the Supplementary Vote entailed, Lord Passfield would be prepared, in the event of Palestine not being able to afford financial assistance, to approach the Crown Agents for the Colonies for a temporary loan.

7. An indent has been received from the Acting High Commissioner for the material necessary for the continuation of the Amman-Maan telegraph and telephone line for which provision of £1,000 has been made under Head XXX, Posts, Tele-

* No. 148. † C. 79429/30 [No. 23]: not printed. ‡ C. 79429/30 [No. 26]: not printed.
§ No. 147.

graphs, and Telephones, Extraordinary, of the draft Estimates. For the reasons indicated in paragraph 5(*h*) of Sir S. Davis' despatch of the 9th of August, Lord Passfield proposes, subject to Their Lordships' concurrence, to authorize immediate execution of this indent.

I am, &c.,
O. G. R. WILLIAMS.

C. 79429/30 [No. 29].

No. 150.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 8.0 p.m., 2nd October, 1930.)

TELEGRAM.

[*Answered by No.* 151.]

No. 70. YOUR despatch No. 86 of 9th August.* Estimates of Revenue and Expenditure for 1930. Further grant of £14 000 asked for will be affected by recent tribal control and other proposals. I estimate supplementary grant of £24,000 making total of £84,000 will be necessary if proposals now under consideration are approved by Treasury. Present grant of £60,000 cannot be increased except by vote of Parliament which could not be taken until February or March. I am in communication with Treasury regarding the estimates and subsequent proposals but in the meantime what is exact cash position of local Administration and up to what date will present grant of £60,000 carry them assuming that revised estimates and proposals as to frontier control, &c.. now in hand are approved.—PASSFIELD.

C. 79429/30 [No. 36].

No. 151.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE

(Received 10.2 a.m., 29th October, 1930.)

TELEGRAM.

29TH OCTOBER. No. 119. Your telegram No. 70.† British Resident reports that estimated cash balance on 31st October will be £8,000 and that present Grant-in-aid of £60,000 (assuming revised estimates are approved and assuming normal collection of taxes) will suffice till the end of February, 1931. As regards first paragraph of your telegram please see paragraph 5 of my despatch of 21st August, No. 89,‡ in which I asked for further grant of £3,926. I should be grateful for early approval of expenditure of sum of £2,000 anti-locust expenditure specified in paragraph 2 of my despatch of 21st August, No. 89,‡ as this amount is required to settle claim actually incurred in connexion with past campaign.

C. 79429/30 [No. 39].

No. 152.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Secret.)

Downing Street, 19th November, 1930.

SIR,

I HAVE the honour to inform you that I have given careful consideration to your Secret despatch of the 26th of June§ on the subject of the measures to be taken to establish a better control over the tribes on the Eastern and Southern frontiers of Trans-Jordan. You will recollect that the proposals put forward in that despatch

* No. 148. † No. 150. ‡ C. 79429/30 [No. 23]: not printed.
§ C. 79453/30 [No. 18]: not printed.

were discussed at a Conference at the Colonial Office, at which you and representatives of the Departments concerned were present, as a result of which it was recommended that the following scheme should be approved:—

(*a*) That the Bedouin Control Board should be retained;
(*b*) That a Secret Service Fund of £2,000 per annum should be placed at the disposal of the Officer Commanding, Arab Legion;
(*c*) That a British Intelligence Officer should be appointed to the Arab Legion;
(*d*) That the mobile reserve of the Arab Legion should be mechanized; and
(*e*) That three small Intelligence posts should be established on the frontier at Mudawara, Azrak, and Imshash.

2. As regards (*a*), you were of the opinion that the suggested alternative of the substitution of a Desert Magistrate was impracticable on political grounds for the reasons indicated in your despatch under reply, and that the Bedouin Control Board had proved to be of definite utility.

3. As regards (*b*), you explained that you had now reconsidered the question of subsidising a certain number of leading Bedouin Shaikhs, and had come to the conclusion that the practice of paying regular subsidies was open to the objection that the payments made did not necessarily bear any relation to the services rendered; you also felt that it was unwise to limit payments to a specified number of Shaikhs. You, therefore recommended, and it was generally agreed at the Conference, that the subsidies should not be put into effect, and that, instead, a sum of £2,000 per annum should be placed at the disposal of the Officer Commanding, Arab Legion, to be used as and when occasion arose for the payment of Intelligence Agents and of rewards to Shaikhs for services rendered.

4. As regards (*c*), the Conference recommended that the establishment of the Arab Legion should be increased by the appointment of a British officer for Intelligence duties for twelve months on a temporary basis. It was also suggested that he might be informed that there would be a prospect of his appointment being made permanent if it proved to be an effective element in the scheme for the control of the tribes in Southern and Eastern Trans-Jordan.

You and the representatives of the Air Ministry agreed that the most suitable candidate for the post would be Captain J. B. Glubb, of the 'Iraq Service.

5. As regards (*d*), it was agreed that the mechanization of the mobile reserve was necessary to ensure effective control of the tribes. The representatives of the Air Ministry thought that the Royal Air Force workshops in Palestine and Trans-Jordan would be able to undertake the repair of the vehicles but they wished to obtain an estimate of the volume of work entailed before committing themselves on this point. It was also agreed that the Intelligence Officer should be vested with executive powers, possibly by appointment to the Bedouin Control Board, in order that the mobile reserve should come under his control.

6. As regards (*e*), it was finally agreed that the construction of frontier posts was the most suitable and economical means of obtaining early information of impending raids from Hejaz-Nejd territory. These posts would also assist in the control of Trans-Jordan tribes, since, through them, information of raids by such tribes might be obtained in time to permit of effective action being taken against the raiders on their return journey to Trans-Jordan. It was, therefore, agreed that three desert posts ought to be established at Mudawara, Imshash, and Azrak. It was pointed out that the occupation of Azrak was almost inevitable in view of the impending survey of the route for the Haifa-Baghdad railway.

7. The scheme outlined in the foregoing paragraphs has been submitted to the Lords Commissioners of the Treasury and, as I informed you in my telegram No. 94 of the 29th of October,* Their Lordships have now given their approval to the proposals. The salary approved for the Intelligence Officer is £800 per annum, plus an expatriation allowance of £150 per annum. He will also be entitled to the usual expenses allowances appropriate to his rank and duty. No sum has been included in respect of the last mentioned item in the figures given below. I enclose for your information an extract from a telegram addressed to the High Commissioner for 'Iraq which contains the terms in which the appointment of Intelligence Officer was offered to Captain Glubb. You will know from Sir Francis Humphrys' telegram No. 519 of

* C. 79453/30 [No. 62]: not printed.

the 3rd of November, which was repeated to you, that Captain Glubb accepted the appointment on the terms mentioned.

8. The cost of the scheme, as indicated in Sir S. Davis's Secret despatch of the 14th of August* and in his telegram No. 55 of the 21st of August,† is estimated to be as follows:—

Capital Expenditure.	£
(*a*) Mechanization and equipment for mobile reserve	3,500
(*b*) Construction of posts at Mudawara, Imshash, and Azrak ...	1,271
(*c*) Wireless installations and camels for the posts (based on that given in Sir S Davis's telegram of the 21st of August for expenditure at Mudawara only)	1,290
Total capital expenditure	£6,061
Annual Recurrent Expenditure.	£
(*d*) Secret Service Fund	2,000
(*e*) Intelligence Officer	800
Expatriation Allowance	150
(*f*) Personal Emoluments of native personnel to form mobile reserve (based on the estimate shown in the fourth paragraph of Sir S. Davis's telegram of the 21st of August) approximately ...	3,000
	3,500
(*g*) Maintenance of cars of mobile reserve	730
(*h*) Ammunition and clothing	750
(*i*) Transport and forage	
Total	£10,930
Grand Total	£16,991

9. It is observed from the last paragraph of Sir S. Davis's despatch of the 14th of August that the personnel of the three frontier posts will be provided from the existing establishment of the Arab Legion. It appears, therefore, that the additional annual recurrent expenditure will be limited to the cost of transport and forage. This on the basis of the estimate given for Mudawara should amount to approximately £750 per annum.

10. The above recurrent expenditure is for a complete year. On the assumption that the proposals which are now approved are put into effect from the 1st of November, only 5/12ths of this sum will be required in the current year, say £4,700. The amount already included in the estimates on account of the frontier control proposals, in addition to that for the Bedouin Control Board which remains unchanged, is £2,533, made up as under:—

	£	£
Head XXA.		
Item 41	72	
Item 43	570	
Item 52	120	
Item 62	288	
Total for personnel	1,050	1,050
Clothing.		
Item 69	130	
Head XXC.		
Intelligence.		
Items 1-7 and 9-12	1,353	
	1,483	1,483
		£2,533

* C. 79453/30 [No. 26]: not printed. †C. 79453/30 [No. 33]: not printed.

11. So far as the Grant-in-Aid is concerned, therefore, the total is as follows:—

	£	£	£
Deficit as shown in Sir S. Davis's despatch No. 86 of 9th of August*			67,551
Add on account of control measures:—			
Capital Expenditure		6,061	
Recurrent Expenditure from 1st November, 1930, to 31st March, 1931	4,700		
Less sum already provided in estimates	2,533	2,167	8,228
			£75,779
Add deficit at 31st March, 1930			3,986
			79,765
Add working balance at 31st March, 1931 ...			4,000
			£83,765

12. The sum of £60,000 has already been provided as a Grant-in-Aid. The further amount required as a Grant-in-Aid is, therefore, approximately £24,000, but from your telegram No. 114 of the 25th of October† a surplus balance of £7,000 is estimated as at the 31st of March, 1931, instead of a working balance of £4,000 as shown above.

13. I shall be glad if after consideration of the details furnished in this despatch you will kindly forward a statement showing how the surplus balance estimated at the close of the financial year is arrived at.

I have, &c.,
PASSFIELD.

Enclosure in No. 152.

EXTRACT FROM TELEGRAM DATED 22ND OCTOBER, 1930, FROM THE SECRETARY OF STATE FOR THE COLONIES TO THE HIGH COMMISSIONER FOR 'IRAQ.

* * * * * * * * * *

WITH regard to Glubb Treasury have now agreed to his being offered temporary appointment in Trans-Jordan as intelligence officer for 12 months in first instance with some prospect of permanency if appointment which is experimental proves effective element in scheme for control of tribes. Treasury, however, having regard to range of salaries for European Officers in Trans-Jordan, will not sanction higher emoluments than £800 per annum plus £150 expatriation allowance, making £950 in all, together with usual expenses allowances appropriate to his rank and duty.

As appointment is new and experimental at present it is impossible to place him in pensionable cadre.

* * * * * * * * * *

C. 79429/30 [No. 49].

No. 153.

TREASURY to COLONIAL OFFICE.

(S. 9824/08.)

SIR, Treasury Chambers, 20th November, 1930.

THE Lords Commissioners of His Majesty's Treasury have had before Them Mr. Williams' letters of the 11th of September‡ and the 30th September, 1930,§ and subsequent semi-official communications, regarding the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the year 1930-31, and in reply Their Lordships direct me to request you to convey to the Secretary of State Their

* No. 148. † C. 79483/30 [No. 2]: not printed. ‡ C. 79425/30 [No. 15]: not printed. § No. 149.

approval of the Estimates on the basis of the last revision. Such approval involves, after allowing for a working balance of £4,235 on the 1st April, 1931, an Exchequer grant of £84,000, of which £60,000 has already been provided, and the balance of £24,000 is to be included in a Supplementary Vote, which My Lords have directed should be submitted to Parliament.

I am to add however that at this late stage it is impracticable to review in detail the various staffing arrangements contemplated by the Estimates, and My Lords content Themselves with observing that from now onwards no new posts should be created or filled without Their prior sanction. With particular reference to Sir S. Davis' despatch of the 24th September, 1930,* as regards the Accounts Clerk in the Posts and Telegraphs Department, My Lords are prepared to authorize the appointment, but on a provisional basis only

With regard to the question of financing the Administration pending the approval of Parliament of the Supplementary Vote, I am to request that, if and when necessary, the matter should again be brought to the notice of Their Lordships. They cannot agree that recourse could in any case be had to the Crown Agents for a temporary loan.

With reference to paragraph 7 of the letter under reply, I am to convey My Lords' concurrence in Lord Passfield's proposal to authorize the execution of an indent for the provision of the material required for continuing the Amman-Ma'an telegraph and telephone line at a cost not exceeding £P1,000.

I am, &c.

R. V. NIND HOPKINS.

C. 79429/30 [No. 51].

No. 154.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No. 142.)

Downing Street, 27th November, 1930.

SIR,

I HAVE the honour to refer to Sir S. Davis's despatch No. 89 of the 21st of August† transmitting a revised Estimate of Expenditure on Anti-Locust measures for the financial year 1930-31.

2. I note that expenditure in respect of the 1930 Campaign is now estimated at £19,000 (of which £17,000 has already been expended) and that it is desired to expend £3,925 in the current financial year in preparation for the 1931 Campaign. £2,100 of the latter amount was sanctioned in my telegram No. 60 of the 28th of August,‡ and the additional £2,000 required to cover the cost of this year's campaign was approved in my telegram No. 102 of the 14th of November.§

3. The Lords' Commissioners of the Treasury have now also given their sanction for the revised estimate of £17,000, and for the balance of £1,825 in respect of the 1931 Campaign, making a total, with the £2,100 and £2,000 already mentioned, of £22,925 for the financial year 1930-31.

4. The Lords' Commissioners have pointed out, and have regretted to observe, that the regular procedure of obtaining their prior authority for expenditure before it is incurred has not been followed in this case; and, while recognizing the urgent need for the provision of the measures referred to, they have asked that this procedure may be rigidly adhered to in the case of Administrations which are dependent on a grant from the United Kingdom exchequer in aid of their expenses. I have to request that Their Lordships' instructions in this respect may be noted and complied with in future.

5. Furthermore, Their Lordships are disposed to think that too great a proportion of the cost of Anti-Locust measures falls at present on the revenues of Trans-Jordan, and they suggest that the whole question should be considered with a view to securing a more equitable distribution of the cost among the various countries affected. I shall be glad to receive an expression of your views on this point.

I have, &c.,

PASSFIELD.

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* C. 79429/30 [No. 35]: not printed.
‡ C. 79425/30 [No. 14]: not printed.
† C. 79429/30 [No. 23]: not printed.
§ C. 79429/30 [No. 38]: not printed.

C. 79429/30 [No. 54].

No. 155.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 8 p.m., 3rd December, 1930.)

TELEGRAM.

No. 107. SIR S. Davis' despatch No. 86 of the 9th August * I approve the estimates submitted in Schedules B and C as further revised in Sir S. Davis' despatch No. 89 of the 21st August† with the amendments necessitated by the tribal control measures approved in my Secret despatch of the 19th November‡ subject to the following exceptions:—

(1) Head I. Provision of £1,000 for the Amir Talal is not approved.
(2) Head XVII, Item 11. The appointment of accounts clerk is authorized on a provisional basis only.—Despatch follows.—PASSFIELD.

C. 79429/30 [No. 55].

No. 156.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Secret.)

SIR,

Downing Street, 4th December, 1930.

I HAVE the honour to refer to Sir S. Davis's despatch No. 86 of the 9th of August* on the subject of the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the financial year 1930-31, and to my telegram of 3rd December, No. 107,§ and to convey to you my approval of those Estimates on the basis of the final recommendations shown in Statements "C" Expenditure and "C" Revenue which formed enclosure 4 to that despatch, namely, Revenue £P260,650, Expenditure £P324,276, arrived at as follows:—

Total as shown in Statement "C" Revenue ...		£P359,345
Less Item 9, Grant-in-aid Trans-Jordan Frontier Force	£P24,695	
Less Item 10, Grant-in-aid from His Majesty's Government	£P74,000	
		£P98,695
		£P260,650
Total of Statement "C" Expenditure (Recurrent and Extraordinary)		£P349,971
Less Item 1, Subsidy to the Amir Talal	£P1,000	
Less Item 25, Trans-Jordan Frontier Force ...	£P23,015	
Less Item 27, Trans-Jordan Frontier Force ...	£P823	
Less Item 27 (*a*), Trans-Jordan Frontier Force Special Expenditure	£P857	
		£P25,695
		£P324,276

thus leaving a deficit of £P63,626.

2. I have now to transmit to you copies of correspondence‖ with the Lords Commissioners of the Treasury, from which you will see that Their Lordships have approved a total Grant-in-aid of £84,000, of which £60,000 was originally provided under Sub-Head E.3 of the Colonial and Middle Eastern Services Vote for 1930, and a further £24,000 is included in the Supplementary Vote which Their Lordships have directed should be submitted to Parliament.

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* No. 148. † C. 79429/30 [No. 23]: not printed. ‡ No. 152. § No. 155. ‖ Nos. 149 and 150.

3. This total of £P84,000 is made up as follows:—

Deficit on the revised Estimates as shown above	£P63,626
add Further expenditure on the locust campaign approved in my despatch No. 142 of 27th November*	£P3,925
add For further control measures ... ... (Approval given in paragraph 11 of my Secret despatch of the 19th November.†)	£P8,228
add Deficit at 31st March, 1930	£P3,986
add For working balance 31st March, 1931	£P4,000
	£P83,765
say ...	£P84,000

4. I have at the same time to draw your attention to the second paragraph of Sir R. V. Nind Hopkins' letter in which Their Lordships request that from now onwards, no new posts should be created or filled without Their prior sanction, and to ask that this request may be complied with, and any such proposals forwarded to me with adequate information in order that I may be in a position to approach Their Lordships.

5. As regards the last paragraph of Their Lordships' letter, I have to inform you that the Indent enclosed in your despatch No. 97 of 28th August‡ has been forwarded to the Crown Agents for execution.

I have, &c.,
PASSFIELD.

C. 79429/30 [No. 69].

No. 157.

SIR J. E. SHUCKBURGH (COLONIAL OFFICE) to
LIEUTENANT-COLONEL SIR J. R. CHANCELLOR.

Downing Street, 5th February, 1931.

MY DEAR CHANCELLOR,

YOUR Trans-Jordan despatch No. 86 of the 9th of August, 1930,§ stated that the Trans-Jordan Estimates have been reviewed in detail by the Trans-Jordan Legislative Council, but we are not clear, whether a Budget Law has been laid before the Legislative Council in accordance with Article 37 of the Trans-Jordan Organic Law. As you know, the Budget Law has to be referred to the Secretary of State for the advice of His Majesty (in accordance with Article 6 of the Trans-Jordan Agreement) before it is assented to by the Amir, and we are wondering whether this procedure has been overlooked.

The expenditure voted in the Budget Law would, of course, be that approved in our Secret despatch of the 4th of December, 1930.‖

I may mention in this connexion that we have recently been looking into the question whether the Organic Law and the Trans-Jordan Agreement provide satisfactory safeguards for Treasury control. I enclose copy of a note prepared by our Legal Adviser on this point.

Yours, &c.,
J. E. SHUCKBURGH.

Enclosure in No. 157.

NOTE BY THE LEGAL ADVISER, DATED 2ND JANUARY, 1931.

SECTION 39 of the Trans-Jordan Organic Law requires a draft Law to be published for one month before enactment unless the Amir and British Resident agree that immediate promulgation is necessary in the public interest, and Section 38 lays down that after enactment it shall not take effect until it has been assented to by the Amir and has also been promulgated in the Official Gazette.

* No. 154. † No. 152. ‡ C. 79429/30 [No. 25]: not printed. § No. 148. ‖ No. 156.

The British Resident can, therefore, secure that there shall be at least a month after the approved Budget Law has been published during which it can be referred to His Britannic Majesty for advice in accordance with Article 6 of the Trans-Jordan Agreement, and under Article 5 of the Agreement he can, as the matter affects the financial obligations of His Britannic Majesty, use his powers of advising the Amir so as to secure that, if the draft Law has been enacted, the Amir's assent shall be delayed for a sufficient period to enable His Britannic Majesty to communicate his advice with regard to it.

It appears to be implicit in Article 6 when read with Article 5 of the Agreement that His Britannic Majesty's advice when given must be followed, and therefore if any provision of the Budget Law is not approved by His Britannic Majesty, the Amir will under Section 38 of the Organic Law have to return the Bill to the Legislative Council "with a statement of reasons for dissent," which presumably would include an indication of the amendments desired by His Britannic Majesty.

Consequently the above-mentioned provisions when all read together do, I think, substantially provide for Treasury control, though it might have been more satisfactory if this had been provided for in direct terms.

Further Correspondence (Nos. 158 to 161) relating to Sub-head E.3—Trans-Jordan Administration—of the Vote for Colonial and Middle Eastern Services, 1929, not included in Colonial Office volume Middle East No. 29.

C. 79439/30 [No. 3].

No. 158.

TRANS-JORDAN.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 3rd March, 1930.)

[*Answered by No.* 161.]

High Commissioner's Office,
Jerusalem, 21st February, 1930.

MY LORD,

I HAVE the honour to refer to Your Lordship's telegram No. 67 of the 28th November, 1929,* conveying approval of the revised Estimates of Revenue and Expenditure of the Trans-Jordan Administration for the financial year 1929-30.

2. I now transmit for Your Lordship's information a copy of a letter from the British Resident enclosing:—

(i) a schedule setting out the differences between the revised Estimates and the Estimates as finally passed by the Legislative Council; and

(ii) a translation of the Budget Law.

3. I would invite your Lordship's particular attention to the following items:—

(i) *Payment of Legislative Councillors. Head III. Item* 1.
For the reasons explained in paragraph 4 (1) (*a*) of Colonel Cox's letter I have authorised the payment of salary to the Legislative Councillors at the rate of £P.200 *per annum*.

(ii) *Appointment of a Clerk to the Legislative Council. Head III. Item* 7.
From representations made to me by the British Resident I am satisfied that the secretarial duties of the Legislative Council cannot be adequately performed by the Secretary alone, and I have therefore authorized, subject to your Lordship's covering approval, the appointment of a Clerk to the Legislative Council at a salary of £P.9—12 *per mensem*.

(iii) *Appointment of Mr. R. G. Head as Government Inspector of Antiquities. Head XIV. Item* 10.
This appointment was sanctioned in your Lordship's despatch Trans-Jordan No. 4 of the 7th January, 1930.†

* No. 51 in Middle East No. 29. † P.F. 19716 [No. 12]: not printed.

4. Your Lordship will observe that, for the reasons explained in paragraphs 6-9 of Colonel Cox's letter, I have authorized the payment of £P.70 *per mensem*, with effect from the 1st February, 1930, to the Amir Shaker, President of the Bedu Control Board.

I concur in the opinion of the British Resident and the Officer Commanding Arab Legion that this provision is essential, and I shall be glad to receive your Lordship's covering sanction therefor.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Trans-Jordan.

Enclosure in No. 158.

(No. 783/23.) Office of the British Resident, Trans-Jordan,
Amman, 5th February, 1930.

YOUR EXCELLENCY,

I HAVE the honour to inform you that the 1929-30 Estimates have been passed by the Legislative Council subject to the alterations shown on the attached Schedule, and that I have informed the Chief Minister that there is no objection to His Highness the Amir assenting to the Budget Law in its amended form.

2. A translation of the Budget Law is attached. This Law contains two mistakes, but as they are of little importance, I did not consider it advisable to have the Law again placed before the Council for amendment. They are as follows:—

(1) Head 18. Owing to a miscalculation, shows a sum of £P.10,707 in place of £P.10,627.

(2) Head 19. (Department of Lands) should be £P.11,057 instead of £P.10,937 as shewn. The difference is due to the fact that the Council through inadvertence has omitted to include the orderlies at a cost of £P.120.

3. The result is that expenditure has been decreased by £P.3,208 and increased by £P.1,468 giving a net decrease of £P.1,740.

4. The increases are explained as follows:—

(1) Provision was made in the Revised Estimates for 16 Legislative Councillors at £P.120 per annum.

The final Estimates provide as follows:—

		£P.	£P.
(*a*)	14 Councillors at £P.200	2,800	
(*b*)	2 ,, at £P.60	120	
(*c*)	2 ,, at £P.300 for 5½ months	275	
	1 Secretary at £P.21—25	212	
	1 Clerk at £P.9—12 for 5 months	45	
	1 Orderly at £P.3 for 8 months	24	
	Compensatory Allowance	3	3,479
	Transport and Travelling	100	
	Lighting and Heating	15	
	Contingencies	12	
	Postage and Telegrams	10	137
			£P.3,616

As regards (*a*) I explained to Your Excellency that I had resisted as much as possible the demand of the Councillors that their pay should be raised from £P.120 to £P.200 per annum, but finally decided that it was not only fair and right to give way but politic as well since without this concession they were prepared to play havoc with the Estimates. I explained to your Excellency that the Council has been in session already for 6 months and will be required to sit again for the whole of March to deal with the 1930-31 Estimates and other laws, and explained further that I have obtained a Mazbata signed by the Councillors that, so long as the country is financially situated as at present, they will be satisfied with £P.200 per annum. In the circumstances, your Excellency authorized me to agree to the payment of this higher salary.

As regards (*b*) and (*c*) £P.60 was paid during the Extraordinary Session to each of the two Councillors who, in October, were nominated to membership of the Executive Council, and who then were paid at the rate of £P.25 per month. Your Excellency agreed at the time the change in the Executive Council was made that the nominated members should be paid at this rate. Next year it will be necessary to pay them at the rate of £P.30 per month.

I was obliged to agree to the appointment of the clerk at £P.9—12 per month, as the work of the Council could not otherwise be carried on, and asked for your Excellency's authority in my 783/10 of 10th November, 1929.

(2) The increase of £P.26 under Head 5 is due to the transfer of a clerk to that Department from the Department of Lands where a corresponding decrease is shown.

(3) The increase of £P.116 under Head 14 is on account of the emoluments of Mr. R. G. Head, whose appointment was approved in your Excellency's No. 5954/29 of the 22nd October, 1929.

5. The decreases are due to the postponement of certain appointments till next year, or to economies in expenditure, which should not in reality have entailed any alteration in the Estimates, but concerning which, it was not worth arguing with the Council.

6. One item remains unprovided for, viz., the emoluments of the Amir Shaker, who is now President of the Bedu Control Board.

7. I explained to your Excellency that the Amir Shaker has rendered very valuable services as President of this Board and that apart from what he has been given by the Amir remains unremunerated.

8. Although it may seem unreasonable to provide meals, &c., for Beduin who are brought in connexion with the large number of cases, which are heard by the Board, it is nevertheless an obligation which must, somehow, be met and which has and will be met by Shaker.

9. Apart from the fact that this entertainment puts him to great expense, Shaker is a man who could not be replaced in this work, and whom one must adequately remunerate if he is to be employed. Your Excellency, therefore, approved my recommendation which is very strongly backed by Lieutenant-Colonel Peake that Shaker should be paid £P.70 per month as from the 1st of February of this year.

I have, &c.,
C. H. F. Cox,
British Resident.

His Excellency
The High Commissioner for Trans-Jordan,
Jerusalem.

SCHEDULE.

	Revised Estimates.		*Final Estimates as per Budget Law.*		*Plus.*	*Minus.*
III. *Legislature.*	£P.	£P.	£P.	£P.	£P.	£P.
1. 14 members @ £200	—		2,800			
2. 2 members @ £60	—		120			
3. 16 members @ £120 p.a.	1,920		—			
4. 2 members @ £300 for 5½ months	—		275			
5. 1 Secretary @ £21—25	288		212			
6. Compensatory Allowance ..	8		3			
7. 1 Clerk 9—12 5 months	—		45			
8. 1 Orderly £3, 8 months	18		24			
	——	2,234	——	3,479		
Transport and Travelling	275		100			
Lighting and Heating	15		15			
Contingencies	12		12			
Posts, Telegraphs and Telephones ..	10		10			
	——	312	——	137		
Total:	2,546		3,616		1,070	—
V. *Chief Minister.*						
7. 1 Clerk £17—½—20	227		220		—	7
8. 1 Clerk 13—16	192		—		—	192
2 Clerks 13—16	—		218		218	—
16. Transport and Travelling	900		610		—	290

SCHEDULE—(*cont*).

	Revised Estimates.	*Final Estimates as per Budget Law.*	*Plus.*	*Minus.*	
	£P. £P.	£P. £P.	£P.	£P.	
IX. *Finance.*					
1. Treasurer	623	411	—	212	
2. 1 Accountant 21—25	252	222	—	30	
32. 2 Sub-Accountants 17—20	204	193	—	12	
51. Cost of Tithe Estimation	1,700	1,400	—	300	
53. House and Land Tax Registration..	50	—	—	50	
54. Registrar of Trade Marks	50	—	—	50	
XIV. *Antiquities.*					
1. Director	444	167	—	277	
9. {3 guards @ 5	180	—	—	180	
{2 guards @ 5	—	120	120	—	Mr. Head.
10. Assistant Inspector	—	116	116	—	
11. Orderly at 3	36	36	—	—	
XIX. *Department of Lands.*					
23. Assistant Controller State Domains	156	130	—	26	Transferred to Head V. as a Clerk.
25. 2 Orderlies @ £3	72	—	—	72	Omitted in error.
26. 2 Orderlies @ £2	48	—	—	48	Do.
XVIII. *Posts, Telegraphs and Telephones.*					
1. Director @ £38—46	456	90	—	366	Vacant.
2. Inspector for 10 months	210	—	—	210	Appointment delayed till 1930-31.
4. Clerk for 10 months	130	—	—	130	Appointment delayed till 1930-31.
19. Clerk for 10 months	60	—	—	60	Appointment delayed till 1930-31.
XXI. *Miscellaneous.*					
10. Printing and Stationery	3,600	3,000	—	600	
			1,524	3,112	Net Decrease £P.1,588.

Budget (1929/30) *Law* 1930.

Short Title.

1. This Law may be cited as the Budget (1929/30) Law 1930 and shall come into force on the date of its publication in the Official Gazette.

2. The Revenue of the Government of Trans-Jordan for the twelve months ending the 31st day of March, 1930, is estimated at £P.326,970 as set forth in the First Schedule hereto which, added to the sum of £P.13,332 being the estimated surplus of revenue over expenditure on the 31st of March, 1929, makes a total sum of £P.340,302.

*Appropriation of £P.*337,810.

3. There shall be issued and applied to the twelve months ending the 31st day of March, 1930, any sum not exceeding the sum of £P.337,810 for defraying the charges of the Government of Trans-Jordan for such period.

Limitation of Sums to be Spent.

4. A sum not exceeding the amount set down under each head of the Second Schedule hereto may be issued and spent in respect of the establishment or service specified and referred to therein.

First Schedule.

Head of Revenue.	*Amount.* £P.
1. Customs and Excise	74,000
2 Licences, Taxes, &c.	140,560
3. Fees of Court of Office, &c.	25,320
4 Posts, Telegraphs, and Telephones	11,370
5. Revenue from Government Property	4,700
6 Interest	1,000
7. Miscellaneous	558
8. Sale of State Domains	450
9 Reimbursement Frontier Force	24,012
10. Grant-in-Aid from British Government	40,000
11. Reimbursement of half of cost of Anti-Locust Campaign	5,000
Total	£P.326,970

Second Schedule.

Head of Expenditure.	*Amount.* £P.
1. Civil List	15,610
2 Public Debt	596
3 Legislature	3,616
4. Pensions and Gratuities	4,500
5. Chief Minister and Interior	4,834
6. District Administration	7,760
7. Ministry of Justice	15,835
8. Sharia' Courts	3,636
9. Ministry of Finance	16,276
10 Customs and Excise	7,476
11. Public Health	11,099
12. Ma'an Quarantine	133
13. Education	22,350
14. Agriculture, Forests, and Veterinary	6,516
15. Antiquities	1,879
16 Public Works Department	4,350
17. Public Works Recurrent	19,790
18. Posts, Telegraphs, and Telephones	10,707
19. Department of Lands	10,937
20 Police and Prisons	99,439
21. Miscellaneous	12,107
22 British Resident	6,888
23. Audit	3,445
24 Trans-Jordan Frontier Force	23,662
25 Antiquities Extraordinary	2,000
26. Trans-Jordan Frontier Force Extraordinary	350
27 British Resident Extraordinary	260
28. Public Works Extraordinary	9,215
29 Posts, Telegraphs, and Telephones Extraordinary	2,300
30. Public Health Extraordinary	250
31 Anti-Locust Campaign	10,000
Total	£P.337,810

C. 79439/30 [No. 6].

No. 159.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 160.]

Downing Street, 9th April, 1930.

SIR,

WITH reference to Sir R. Nind Hopkins' letter No. S. 9824/07 of the 22nd November, 1929,* on the subject of the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for 1929-1930, I am directed by Lord Passfield to forward, for the consideration of the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a despatch† and relevant enclosures from the High Commissioner for Trans-Jordan.

2. It will be seen that, for the purpose of the enactment of the Annual Budget Law, the Legislative Council of Trans-Jordan considered the Estimates as sanctioned in the letter under reference, and several adjustments were made to provide for expenditure which could not be foreseen at the time when the Estimates were prepared and to effect certain reductions which were made possible in view of the delay in the submission of the Budget to the Secretary of State.

3. Comment may be confined to the following items:—

(*a*) *Head III. Legislature. Item* 1. Increase from £P.120 to £P.200 per annum in the emoluments of 16 Members of the Legislative Council.

(*b*) *Head III. Item* 2. The necessity to provide for emoluments at the rate of £P.60 per annum for the two Elected Members of the Legislative Council.

(*c*) *Head III. Item* 7. The appointment of a Clerk.

(*d*) Payment of emoluments at the rate of £P.70 per month to the Amir Shaker as President of the Bedu Control Board.

As regards (*a*) this increase has been passed by the Council and subsequently approved by the High Commissioner, in view of the harm which might very well result if it were refused. It is essential that, in the circumstances at present existing in Trans-Jordan and Palestine, the Amir should be supported as far as possible in his efforts to make the Agreement concluded with His Majesty's Government, and only recently ratified, acceptable to his people, and to ensure that members of his Legislative Council, satisfied as far as possible regarding the emoluments of their office, are prepared to observe the due performance of their duties for the order and good government of the territory. Their Lordships will observe from the Memorandum of the British Resident that the Council have undertaken not to raise the question of any increase in their salaries as long as the finances of Trans-Jordan are in their present unsatisfactory state and, on this assurance, Lord Passfield is prepared to give his sanction to the increase.

(*b*) It is not clear to Lord Passfield why there is any necessity to pay this sum to the two Elected Members of the Council as it appears to be in addition to the salary of £P.300 per annum approved by Their Lordships in Treasury letter No. E. 22827 of the 23rd January, 1930,‡ and he proposes to call for further information on the subject.

(*c*) This request appears to be reasonable and Lord Passfield is disposed to agree to it.

(*d*) There is little doubt that the Amir Shaker has performed most valuable services in his duties as President of the Bedu Control Board, and Lord Passfield considers that some provision should be made for an annual remuneration in this respect, in the Estimates of the Territory. It will be observed that the Amir Shaker's expenditure on food and entertainment in respect of Beduin called in for the purpose of investigations has been taken into consideration in arriving at the salary which it is proposed to pay him, and it seems preferable to meet this liability by this method. Separate provision for food and entertainment may very well result in expenditure of a much larger sum.

4. I am accordingly to ask that Their Lordships will signify their approval of the revised Estimates subject to satisfactory information being obtained from the High Commissioner in regard to (*b*) above.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 50 in Middle East No. 29. † No. 158. ‡ C. 79418/30 [No. 1]: not printed.

C. 79439/30 [No. 7].

No. 160.

TREASURY to COLONIAL OFFICE.

(S. 9824/07/2.)

SIR,

Treasury Chambers, 25th April, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. William's letter of the 9th April, 1930,* relative to the Estimates of Revenue and Expenditure of the Trans-Jordan Administration for 1929-30.

My Lords note the variations which have been made for the purpose of the enactment of the annual Budget Law in the Estimates as sanctioned by Treasury letter S. 9824/07 of the 22nd November, 1929,† and They direct me to request you to convey to the Secretary of State for the Colonies, Their sanction for the revised Estimates, subject to satisfactory information being obtained from the High Commissioner regarding the proposed payments under Head 111, Item 2, to the two Elected Members of the Legislative Council.

I am, &c.,
F. W. LEITH-ROSS.

C. 79439/30 [No. 8].

No. 161.

TRANS-JORDAN.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No. 54.)

SIR.

Downing Street, 8th May, 1930.

I HAVE the honour to acknowledge the receipt of your despatch No. 24 of the 21st February, 1930,‡ on the subject of the Estimates of Revenue and Expenditure of the Trans-Jordan Administration, and to inform you that, subject to the observations below, I approve the Estimates as passed by the Legislative Council and as shown in the accompanying Abstracts.

2. It is not clear to me why it is necessary to pay £P.60 per annum to each of the two Nominated Members of the Executive Council in addition to salary at the rate of £P.300 per annum approved in my despatch Trans-Jordan No. 11 of the 31st January, 1930,§ and I shall be glad to have your views on this question.

3. I observe that, in the draft Estimates for 1930-1931, it is proposed that the two Members in question should each receive salary at £P.350 per annum.

I have, &c.,
PASSFIELD.

Abstract I.

	Head of Revenue.	*Estimates approved by Secretary of State for* 1929/30. £P.
1.	Customs and Excise	74,000
2.	Licences, Taxes, &c.	140,560
3.	Fees of Court or Office, &c.	25,320
4.	Posts, Telegraphs, and Telephones	11,370
5.	Revenue from Government Property	4,700
6.	Interest	1,000
7.	Miscellaneous	558
8.	Sale of State Domains	450
9.	Grant-in-Aid Trans-Jordan Frontier Force	24,012
10.	Grant-in-Aid from His Majesty's Government	40,000
11.	Reimbursement Anti-Locust Expenditure	5,000
		£P.326,970

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* No. 159. † No. 50 in Middle East No. 29. ‡ No. 158. § C. 79418/30 [No. 2]: not printed.

Abstract II.

	Head of Expenditure.	*Estimates approved by Secretary of State for 1929/30.*
	Recurrent.	£P.
1.	Civil List	15,610
2.	Public Debt	590
3.	Legislature	3,616
4.	Pensions and Gratuities	4,500
5.	Chief Minister and Interior	4,834
6.	District Administration	7,760
7.	Legal Department	15,835
8.	Sharia Courts	3,636
9.	Ministry of Finance	16,276
10.	Customs and Excise	7,476
11.	Public Health	11,099
11a.	Ma'an Quarantine	133
12.	Education	22,450
13.	Agriculture, Forests, and Veterinary	6,516
14.	Antiquities	1,879
15.	Land Registry	—
16.	Public Works Department	4,350
16a.	Public Works Recurrent	19,790
17.	Posts, Telegraphs and Telephones	10,627
18.	Surveys	—
19.	Department of Lands	11,057
20.	Arab Legion—	
	A. Police	85,470
	B. Prisons	12,797
	C. Intelligence	1,172
	D. H.H. the Amir's Guard	—
21.	Miscellaneous	12,107
22.	British Resident	6,888
23.	Audit Department	3,445
24.	Tribal Control Board	140
25.	Trans-Jordan Frontier Force (1/6th Rec. Exp.)	23,662
	Total Recurrent Expenditure	313,715
	Extraordinary.	
26.	Antiquities Extraordinary	2,000
27.	Trans-Jordan Frontier Force (1/6th Ext. Exp.)	350
27a.	Trans-Jordan Frontier Force (Special Exp.)	—
28.	British Resident Extraordinary	260
29.	Public Works Extraordinary	9,215
30.	Posts, Telegraphs, and Telephones Extraordinary	2,300
31.	Public Health Extraordinary	250
32.	Anti-Locust Campaign	10,000
33.	Police and Prisons Extraordinary	—
34.	Nejd Arbitration	—
	Total Extraordinary Expenditure	24,375
	Total Expenditure	338,090

Sub-head F.—Aden.

C. 69172/29 [No. 1].

No. 162.

ADEN.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 3.10 p.m., 10th October, 1929.)

TELEGRAM.

[*Answered by No.* 167.]

10TH OCTOBER. Your despatch No. 86 of 27th May, 1929.* Hodeidah Mission. Treasury require Estimates for 1930 to be submitted by 1st November. Telegraph by 25th October amount to be inserted for above Mission if you consider its retention essential. See your despatch 86 of 27th May. £550 was provided in Estimates, 1929. A further sum of £250 was provided for unforeseen political expenditure in Arabia and for contingencies. If you agree, I propose to ask Treasury to insert similar sum for 1930.—PASSFIELD.

C. 69325/29 [No. 1D].

No. 163.

ADEN

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 3.30 p.m., 11th October, 1929.)

TELEGRAM.

[*Answered by No.* 167.]

PLEASE telegraph by 25th October amount to be inserted in Estimates, 1930, for (*a*) Police, (*b*) Protectorate Services for which His Majesty's Government is responsible.

Details should follow by mail as soon as possible.—PASSFIELD.

C. 69325/29 [No. 2].

No. 164.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by Nos.* 165 *and* 174.]

SIR, Downing Street, 14th October, 1929.

I AM directed by Lord Passfield to refer to Treasury Circular No. F. 11288,† dated 1st October, 1929, regarding the preparation of Civil Estimates for the year ending 31st March, 1931, and to ask that the Air Council may be good enough to furnish by the 25th October an estimate of the amount to be inserted in the Colonial and Middle Eastern Services Estimate for 1930 in respect of the Aden Protectorate Levies.

I am, &c.,
H. R. COWELL.

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* No. 59 in Middle East No. 29.

† Not reprinted.

C. 69325/29 [No. 3].

No. 165.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 17th October, 1929.

WITH reference to your letter of the 14th instant,* relative to the provision required in Estimates, 1930, in respect of Aden Levies, I am commanded by the Air Council to state, for the information of Lord Passfield, that the Officer Commanding at Aden has reported that the total amount (gross and net) required for the financial year 1930 is estimated provisionally at £15,500. Details of this total amount are not yet available in the Air Ministry and when their examination in due course has been completed a further communication will be sent to you.

I am, &c.,
H. McANALLY.

C. 69325/29 [No. 4].

No. 166.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 23rd October, 1929.

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkins' letter No. S. 21238/03 of the 17th April, 1929,† regarding the provision made for the year 1929/30 in the Estimates for Colonial and Middle Eastern Services under Sub-head F.2. Aden, in respect of the Aden Protectorate Levies, and to transmit to you, for the information of the Lords Commissioners of the Treasury, the accompanying copy of a letter dated 17th October,‡ from the Air Ministry.

Their Lordships will observe from this letter that a figure of £15,500 is suggested provisionally as the estimated amount required during the financial year 1930 for this force and this figure has accordingly been provisionally inserted in the draft Estimate for 1930, pending receipt of further details, which will be submitted to Their Lordships in due course.

I am, &c.,
H. R. COWELL.

C. 69325/29 [No. 5].

No. 167.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 3.39 p.m., 25th October, 1929.)

TELEGRAM.

No. 181. 25TH OCTOBER. Your telegram 10th October,§ your telegram 11th October,‖ and your telegram 14th October.¶ The following amounts are for insertion in the Estimates 1930/1931, Civil Establishment divisible £5,838. Wholly political £2,882. Services in Protectorate £13,657 including £1,200 for Tribal armament. Hodeidah Mission £250. Armed Police £9,026 excluding £1,648 emoluments of Commandant reference my despatch 4th September, No. 47** and including £1,095 cost of armed reserve reference my telegram 8th October, No. 353.†† Civil Works Protectorate Secretary's bungalow £2,325. Total £33,978.

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* No. 164. † No. 72 in Middle East No. 29. ‡ No. 165. § No. 162. ‖ No. 163.
¶ No. 193. ** 1107/29/A/cs. [No. 17]: not printed. †† No. 267 in Middle East No. 22.

C. 69325/29 [No. 6].

No. 168.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 3.39 p.m., 25th October, 1929.)

TELEGRAM.

No. 182. 25TH OCTOBER. My telegram 25th October, No. 181,* provides (for) [? provision for] reorganized establishment Hodeidah Mission. For intelligence service Mission will draw on appropriate Protectorate item that has been slightly increased. Your telegram 11th October† refers.

C. 69325/29 [No. 7].

No. 169.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 176.]

SIR, Downing Street, 7th November, 1929.

I AM directed by Lord Passfield to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury, copies of two telegrams‡ received from the Resident, Aden, regarding the amount to be provided in 1930 to meet expenditure on Aden Services for which His Majesty's Government is responsible.

2. I am also to enclose a detailed estimate§ of such expenditure which has been prepared in this Office on the basis of existing authorities, and of proposals at present under consideration, with a statement comparing the Resident's figures with the Colonial Office calculations. Their Lordships will observe that a provisional total of £59,000 has been reached as the amount at present estimated for this service, excluding any sum which may be required for police accommodation, and, pending the receipt of further information from the Resident, for which he was asked by telegram on 11th October,‖ this amount is being inserted provisionally in the draft Estimate of the Vote for Colonial and Middle Eastern Services, 1930, Sub-head F.

3. It will be observed that nothing is included for the cost of repairing the bungalow taken over from the Air Force authorities for the use of the Second Assistant Resident. It is hoped that the necessary expenditure will fall to be met from the Vote for the current year which includes £2,625 for this purpose, as on receipt of an intimation that Their Lordships approve the proposals in the letter from this Office of 3rd October,¶ the Resident will be requested to push forward with the matter as quickly as possible. Sir S. Symes has, however, been asked to state definitely what expenditure will be incurred in this connexion before 31st March next. If it should not be found possible to complete the repairs, estimated to cost Rs. 31,000, by the end of the current financial year, it will be necessary to provide the balance in Estimates, 1930.

4. It will also be observed that £8,000 has been included under Head 2 (*a*) as the contribution of His Majesty's Government to the Government of India towards the cost of the reorganized Police Force, and that in addition £10,000 has been included provisionally as His Majesty's Government's contribution in respect of the temporary Armed Police Force. In this connexion, I am to point out that the overlap as between the present temporary and the permanent armed force may necessitate further expenditure on accommodation, in which case the figure of £10,000 will have to be increased. This question will be discussed at the next meeting of the Aden Standing Committee.

5. Provision has also been made in Sub-head F.—Aden for the expenses of the Mission at Hodeidah formerly provided for under a separate Sub-head—Sundry Political Expenditure. The Mission is under the control of the Resident and the expenditure is included in his account with the Secretary of State so it does not seem necessary to make separate provision in the Estimates.

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* No. 167. † No. 163. ‡ Nos. 167 and 168. § *See* page 66. ‖ No. 163.
¶ C. 69279/29 [No. 23]: not printed.

6. Their Lordships will observe from Note 14 of the details, that nothing is estimated for travelling expenses of the Administrator, Kamaran, and the remaining item of £250 for Miscellaneous Arabian expenditure may be regarded as covered by the Item (K) in the details, "Miscellaneous contingent expenditure." Accordingly it is suggested that the separate sub-head for Sundry Political Expenditure might disappear.

I am, &c.,
H. R. COWELL.

C. 69325/29 [No. 8].

No. 170.

COLONIAL OFFICE to TREASURY.

Downing Street, 15th November, 1929.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Department dated the 7th instant,* regarding the estimated expenditure during the financial year 1930 on Aden Services, for which His Majesty's Government is responsible: and to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury the accompanying copy of a telegram to the Resident, Aden, dated 4th November, and of his reply dated 6th *idem*.

2. Their Lordships will observe from this correspondence that, as foreshadowed in paragraph 3 of the letter referred to above, it is probable that expenditure in respect of the Second Assistant Resident's bungalow will be completed during the current financial year. I am accordingly to confirm that no provision will be necessary for this service in the estimate for the financial year 1930.

I am, &c.,
H. R. COWELL.

[C. 69279/29 [No. 32].]

Enclosure 1 in No. 170.

ADEN.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 6 p.m., 4th November, 1929.)

TELEGRAM.

MY telegram of 26th October. House for Protectorate Secretary.

Telegraph how much of the sum of Rs. 31,000 will be spent by 31st March, 1930.

Last item of your telegram 181 of 25th October, provides for whole sum in next year's Estimates but presumably work will be commenced at once, and if possible should be completed this financial year in which provision of £2,625 already exists.
—PASSFIELD.

[C. 69279/29 [No. 33].]

Encosure 2 in No. 170.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2.42 p m., 6th November, 1929.)

TELEGRAM.

No. 191. 6TH NOVEMBER Your telegram 4th November. House for Protectorate. Whole sum of Rs. 31,000 will probably be spent this year Provision in next year may be deleted.

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* No. 169.

C. 69325/29 [No. 9].

No. 171.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 18th November, 1929.)

[*Answered by No.* 178.]

(No. 186.)

MY LORD,

The Residency, Aden, 6th November, 1929.

I HAVE the honour to refer to my telegram No. 181, dated the 25th October, 1929,* and to forward detailed Estimates† for the financial year 1930/31 in respect of Political and other services for which His Majesty's Government is responsible. The following observations refer to the separate items in the statement.

Item 1. In view of the proposal contained in paragraph 4 of the attachment to Mr. Secretary Amery's despatch No. 59 of the 14th August, 1928,‡ to the effect that the allocation of expenditure in connexion with Aden as between British and Indian Funds should be reconsidered in 1931, the provision under this head has been retained as for last year.

Item 2. Provision for the maintenance of the Residency has in the past been made in the Public Works Vote for maintenance of Public Buildings, and may continue so to be made until the revision of allocation referred to in the previous paragraph. It has accordingly been deleted from these Estimates.

Item 3.—(*a*) Authority for provision has been inserted in the statement in respect of each sub-head.

(*b*) Authority for provision has been inserted in the statement in respect of each sub-head.

(*c*) Reference is invited to my despatch No. 127 of the 6th August, 1929,§ recommending the appointment of a third officer to the Aden Protectorate Levies. Provision for a second Political Officer has accordingly not been made in these Estimates.

(*d*) i. Provision for stipends to Chiefs, which is normally a fixed figure, has been modified by cessation of the payment of a temporary increase in his stipend to the Amir of Dhala', equivalent to £360 a year, and by the proposed increase of the stipend of the Lower Yafa' Sultan by a sum equivalent to £90 a year (reference my despatch No. 177 of the 23rd October, 1929‖).

(*d*) ii. While, owing to the gradual modification of the present system of issuing presents to minor Shaikhs, some reduction in expenditure under this sub-head may be possible, the development of the system of Chiefs' Conferences, and the greater accessibility of the hinterland to visits by Political and Royal Air Force Officers will occasion a corresponding increase. I have accordingly maintained this estimate as for the current year.

(*d*) iii. Further restrictions on the accommodation of minor Chiefs and their followers in the Political Guest House have enabled a considerable reduction to be made under this sub-head.

(*d*) iv. Allocation for a sum to cover the cost of the issue of arms and ammunition for the maintenance of Tribal Security is a new provision, and is made in reference to your telegram of the 14th October, 1929.¶ It is intended that such arms and ammunition as may be granted to Chiefs from this vote will be either for their personal use in recognition of some particular service rendered, or to assist them in carrying out their obligations in regard to external defence or local public security.

(*d*) v. (*c*) In further reference to my telegram No. 182 of the 25th October, 1929,** I propose the grouping of all provisions for miscellaneous, intelligence, and secret services, in respect both of the Protectorate and of the neighbouring territory, under one sub-head, described under "Item (*d*) v." It will be observed that provision

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* No. 167. † *See* page 70. ‡ C. 59274/28 [No. 25]: not printed.
§ C. 69252/29 [No. 23]: not printed. ‖ C. 69322/29 [No. 2]: not printed.
¶ No. 193 ** No. 168.

under this sub-head for the year 1929/30 is stated as £750. This figure is made up as follows:—

Estimates 1929/30.	£	
Secret Service	200	My despatch No. 188 of 16th October, 1928,* Item 7.
Hodeidah Mission Political Intelligence ...	300	Civil Estimates 1929. F. 1 (*a*).
Miscellaneous Arabian Expenditure	250	Civil Estimates 1929. F. 1 (*c*).
	£750	

Provision is made for the sum of £600 in the ensuing year for general Intelligence and Secret Service requirements.

At the same time, as I have stated in my despatch No. 54 of the 3rd April, 1929,† I consider that the retention of the Hodeidah Mission is still necessary, and I propose to reorganise its establishment by retiring the present Political Agent, and appointing in his place a very reliable Intelligence Agent who has been working in Hodeidah for some years and provision for whom has previously been included in the item referred to above, "Hodeidah Mission Political Intelligence £300."

(*f*) Provision is again made for the estimated cost of maintenance of the existing force of Armed Police in Aden with the additional provision of £1,095 for the acquisition and maintenance of a reserve of the 15 men referred to in the correspondence ending with my telegram No. 353 dated the 8th October, 1929.‡

No provision has been made in the Estimate for travelling expenses of the Civil Administrator, Kamaran (sub-head F. 1 (*b*) in the Civil Estimates 1929/30) as it is not anticipated that this officer will be required to travel on Political duty.

I have, &c.,
G. S. SYMES,
Resident, &c.

C. 69325/29 [No. 13].

No. 172.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 176.]

SIR, Downing Street, 8th January, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department of the 7th November last,§ regarding the provision required to be made for Aden in the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, and to transmit to you herewith, to be laid before the Lords Commissioners of the Treasury a copy of a despatch‖ which has since been received from the Resident, Aden, covering a detailed Estimate of his requirements for that year. I am also to enclose a comparative statement¶ of the figures included in the Estimates drawn up by the Colonial Office and those of the Resident.

2. Their Lordships will observe from the comparative statement that, after allowing for certain items of which the Resident was possibly unaware, and apart from the provision for Entertainment, the Resident's figures agree generally with those included in the Colonial Office Estimate. As regards the amount required for Entertainment, the Resident considers that the provision of £5,000 in the Estimate for the current year may be reduced by £2,000 to £3,000 and the figure inserted in the Colonial Office Estimate may accordingly be reduced by a like amount. While, on the information now furnished by the Resident, the figures in the Colonial Office Estimate would appear to be susceptible of a further slight reduction, the Secretary of State does not consider this desirable as it must be borne in mind that, for this service as for all services where India is concerned, unforeseen expenditure invariably arises during the year

3. Lord Passfield is not aware of the reason for the inclusion in the Estimate of the item of £1,200 for Tribal Armament and he proposes to ask the Resident for

* No. C. 59360/28 [No. 4]: not printed. † No. 55 in Middle East No. 29.
‡ No. 267 in Middle East No. 22. § No. 169. ‖ No. 171. ¶ *See* page 72.

a further explanation. In the meantime, however, he recommends that the amount be allowed to stand.

4. In the absence of details of the cost of the temporary Armed Police Force, the Secretary of State is not able to satisfy himself as to the reasonableness of the provision made in the Estimate for this Force and he proposes to ask the Resident to furnish him with a detailed Estimate showing numbers of various ranks, rates of pay, &c. Pending receipt of this Estimate I am to recommend that the provisional figure of £10,000 inserted in the Colonial Office Estimate be allowed to stand. As regards the possible expenditure on accommodation for the Force during the interim period of the overlap as between the temporary and permanent armed force, which is alluded to in paragraph 4 of Colonial Office letter of the 7th November, I am to say that it is not possible at present to make any provision for this service as the question is still reserved.

5. With reference to Sir R. V. Nind Hopkins' letter, No. S. 2984/2, of the 29th April,* regarding the continuance of the Hodeidah Mission, I am to invite reference to the penultimate paragraph of Sir S. Symes' despatch in which he states his view that the retention of the Mission is still necessary. Revision for its cost has been made in the Estimate and I am now to request that Their Lordships may be moved to sanction the continuance of the Mission subject to reconsideration in connexion with the Estimates for 1931 or in the event of the establishment of more friendly relations with the Imam of Sanaa, whichever is the earlier.

6. I am now to recommend that Their Lordships may be moved to sanction the Estimate for Aden, 1930, at a total of £57,000, *i.e.*, £59,000 as shown on the detailed Estimate enclosed in the letter from this Office of the 7th November, less £2,000 for Entertainment *vide* paragraph 2 above, subject to the remarks in paragraphs 3 and 4 of this letter, and for this amount to be inserted under Sub-head F.—Aden, of the Estimate of the Vote for Colonial and Middle Eastern Services, 1930, in place of the provisional figure of £59,000 inserted therein.

7. I am to enclose herewith a statement† giving details for insertion in Part III of the printed Estimate of the Vote for Colonial and Middle Eastern Services, 1930, as it appears desirable to have in an easily accessible form a full statement of the liabilities of His Majesty's Government in respect of the various Aden Services.

I am, &c.,
F. J. HOWARD.

C. 79286/30 [No. 1].

No. 173.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 174.]

SIR, Air Ministry, London, W.C.2, 4th February, 1930.

WITH further reference to your letter of the 14th October, 1929,‡ I am commanded by the Air Council to acquaint you, for the information of the Secretary of State for the Colonies, that it is now estimated that the amount required for the Aden Protectorate Levies during the financial year 1930 is (gross and net) eighteen thousand two hundred and fifty pounds. The main reason for the increase over the estimate formerly given is that, owing to the dilapidated and insanitary condition of some of the present quarters additional capital expenditure, estimated at about £2,500, will be required for their replacement or reconditioning.

A detailed statement showing how the above estimate is arrived at and the establishment on which it is based is enclosed.

I am, &c.,
H. McANALLY.

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* No. 57 in Middle East No. 29. † *See* page 72. ‡ No. 164.

Enclosure in No. 173.

ADEN PROTECTORATE LEVIES.

I. *Details of Estimate for* 1930.

	£
Pay and Allowances of personnel	7,250
Rations	2,050
Clothing and Equipment (net)	400
Fuel, Light, Water, and Barrack Services and Conservancy Charges ...	1,950
Purchase of Animals, Saddlery, Forage, and Veterinary Services	1,750
Arms and Ammunition	450
Medical and Hospital Services	500
Transport, i.e., use of Mechanical Transport supplied on repayment, passages and travelling	900
Works Services.—Capital, £2,550	2,900
Maintenance, £350	100
Miscellaneous	
Total	£18,250

II. *Establishment of the Aden Protectorate Levies*, 1930.

Personnel.

British.

Officers	3
Non-commissioned Officers	2

Native.

Officers	6
Other Ranks	225
Followers	34

Animals.

Horses	3
Camels	47

C. 79286/30 [No. 2].

No. 174.

COLONIAL OFFICE to AIR MINISTRY.

Downing Street, 6th February, 1930.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of Mr. McAnally's letter of the 4th February,* regarding the provision to be made for the Aden Protectorate Levies during the financial year 1930 in the Estimate for Colonial and Middle Eastern Services; and to request you to inform the Air Council that the Lords Commissioners of His Majesty's Treasury are being asked to make the necessary increase in the provision for this service.

I am, &c.,
A. H. POYNTON.

C. 79286/30 [No. 3].

No. 175.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 176.]

Downing Street, 6th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letters from this Department dated 7th November, 1929,† and 8th January, 1930,‡ regarding the provision to be made for Aden in the Estimate for Colonial and Middle Eastern Services, 1930, and to request you to lay before the Lords Commissioners of His Majesty's Treasury the accompanying copy of a letter* from the Air Ministry regarding the estimated cost of the Aden Protectorate Levies during the ensuing financial year.

* No. 173. † No. 169. ‡ No. 172.

2. Their Lordships will observe that the Air Council consider that the sum of £15,500, which was provisionally inserted for this service in B (*a*) of the detailed estimate forwarded with this Department's letter of 7th November, must now be increased to £18,250. An explanation of this figure is given in the Air Ministry letter enclosed, and Lord Passfield concurs in the proposal that the estimate should be increased accordingly. I am, therefore, to request Their Lordships' sanction for the inclusion of the sum of £18,250 for the Aden Protectorate Levies, in lieu of that of £15,500 provisionally inserted, with the consequent increase of the total estimate, under Sub-head F, from £57,000 (as explained in this Department's letter of the 8th January) to £59,750.

I am, &c.,
A. H. POYNTON.

C. 79286/30 [No. 6].

No. 176.

TREASURY to COLONIAL OFFICE.

[*Answered by No.* 181.]

(S. 21238/04.)

SIR,

Treasury Chambers, 28th February, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Howard's letter of the 8th January, 1930,* Mr Poynton's letter of the 6th February, 1930,† and Mr. Cowell's letter of the 15th February, 1930,‡ on the subject of the provision to be made in the Colonial and Middle Eastern Services Estimate for 1930 in respect of Aden.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords have caused provision to be made in the Estimate for £59,750 under Sub-head F and £14,000 under Sub-head M (Appropriations-in-Aid).

My Lords note that the Secretary of State proposes to make inquiries, of which They will be glad to learn the result in due course, about the item of £1,200 for Tribal Armament. They would be glad also if the Resident could be requested to furnish an explanation of the increased provision for the Aden Protectorate Levies (£18,250 as against £14,500 in 1929), dealing with both the provision of £2,550 for Capital Works Services, and the increased charges for personnel. In this connexion I am to point out that of the six platoons of this force, the sanction for two (which were provided in connexion with the policing of Kamaran and Perim) expires in July next, and that other arrangements have since been made for the policing of Kamaran.

I am, &c.,
R. V. NIND HOPKINS.

C. 79286/30 [No. 7].

No. 177.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 180.]

SIR,

Downing Street, 8th March, 1930.

I AM directed by Lord Passfield to refer to the letter from this Department dated 6th February,§ regarding the provision to be made for the Aden Protectorate Levies in Sub-head F. Aden, of the Estimate for Colonial and Middle Eastern Services, 1930, and to transmit to you herewith the accompanying copy of a letter‖ from the Treasury.

2. I am to ask that the Air Council will be good enough to supply Lord Passfield with the information desired by the Lords Commissioners of the Treasury regarding the increase in the provision for Aden Protectorate Levies referred to in the last paragraph.

I am, &c.,
H. R. COWELL.

* No 172 † No. 175. ‡ No. 183. § No. 174. ‖ No. 176.

C. 79286/30 [No. 8].

No. 178.

ADEN.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

[*Answered by No.* 179.]

(No. 20.) Downing Street, 8th March, 1930.

SIR,

I HAVE the honour to refer to your despatch No. 186 of the 6th November,* regarding the Estimates for the financial year 1930, and to inform you that a sum of £59,750 has been included, with the sanction of the Lords Commissioners of His Majesty's Treasury, in Sub-head F. (Aden) of the Colonial and Middle Eastern Services Estimate, 1930.

2. This figure includes provision as follows:—

I. Contributions by His Majesty's Government in Great Britain to the Government of India in respect of— £

(*a*)	Civil Services connected with the Protectorate (as distinct from the Settlement for which India remains responsible) including non-effective charges, &c.	5,650
(*b*)	Reorganized Permanent Police Force	8,000
(*c*)	Temporary Armed Police Force	10,000

II. Expenditure in connexion with the Protectorate for which His Majesty's Government in Great Britain is wholly responsible:— £

(*a*)	Protectorate Tribal Levies	18,250
(*b*)	(i) Second Assistant Resident or Protectorate Secretary	1,190
	(ii) Political Officer	1,485
	(iii) Pension Contributions payable to parent Governments (£445) and cost of leave passages (£257)	702
(*c*)	Expenditure on Protectorate Chiefs:—Darbar Presents (£5,000), Entertainment (£3,000), Stipends (£4,058), Arms and Ammunition (£1,200)	13,258
(*d*)	Cost of Mission at Hodeidah in connexion with relations with the Idrisi of Asir and the Imam of the Yemen, &c.	250
(*e*)	Miscellaneous expenditure, including secret service (£500), travelling expenses of Protectorate Secretary (£150) and contingencies (£315)	965
	Total	£59,750

3. In this connexion I should be glad of a further explanation of the item of £1,200 under II (*c*) for Arms and Ammunition to be issued to Protectorate chiefs. This question is referred to in paragraph *d* (iv) of Item III of your despatch No. 186 of the 6th November as a new provision to cover the cost of the issue of arms and ammunition for the maintenance of Tribal Security and a reference is made to my telegram of the 14th of October, 1929.†

In that telegram, however, I inquired what amount you estimated would be *received* (i.e., cash receipt not expenditure) on account of the sale of arms and ammunition to Protectorate tribes.

Having regard to the comparatively recent purchases of Le Gras rifles and ammunition, the provision of a further sum of £1,200 in 1930 on this account requires justification.

4. The question of the reorganization of the staff of the Hodeidah political mission is referred to on page 4 of your despatch No. 186 of 6th November, 1929, is being dealt with separately and I hope to be in a position to reply to your proposal shortly.

I have, &c.,
PASSFIELD.

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* No. 171. † No. 193.

C. 79286/30 [No. 10].

No. 179.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 22nd April, 1930.)

(No. 72.)

MY LORD, The Residency, Aden, 9th April, 1930.

I HAVE the honour to refer to Your Lordship's despatch No. 20 of the 8th March, 1930,* on the subject of the Estimates for the financial year 1930.

2. In regard to paragraph 3, referring to the item of £1,200 under II.C for Arms and Ammunition to be issued to Protectorate Chiefs, it is to be observed that Your Lordship's telegram of the 14th October, 1929,† as delivered to me, inquired what amount I estimated would be *required* on account of arms and ammunition to Protectorate tribes. My estimate of the sum of £1,200 for this item was included in the Estimates for the financial year 1930 sent to you with my despatch No. 186 of the 6th November, 1929,‡ before the receipt of Your Lordship's telegram of the 8th November, 1929,§ that further defined Your Lordship's inquiry in the matter.

3. The estimate of £1,200 is intended to cover the cost of free issues of arms and ammunition to tribes in the Protectorate, from the stock in charge of this Residency, that now includes the quantity of Le Gras rifles recently received from the Crown Agents. The purposes of such free issues are described in paragraph *d* (iv) of Item III of my despatch No. 186 of the 6th November, 1929.

I have, &c.,
G. S. SYMES,
Resident, &c.

C. 79286/30 [No. 11].

No. 180.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 30th April, 1930.

I AM commanded by the Air Council to refer to your letter of the 8th March, 1930,‖ relative to the provision in Estimates, 1930, for the Aden Protectorate Levies and to request you to lay the following reply before the Secretary of State for the Colonies.

The estimate for 1930 was based upon a strength of six platoons throughout the year whereas the estimate for 1929 was based upon an initial strength of six platoons to be reduced to four platoons by 1st August, 1929. The actual numbers of personnel upon which the estimates for 1930 were based were detailed in the enclosure to this Department's letter of 4th February, 1930,¶ and corresponding numbers in respect of 1929 in the enclosure to Air Ministry letter of 13th February. 1929 ** The reduction of the Levies to four platoons cannot proceed until the locally recruited police force becomes available, and the Secretary of State for the Colonies is no doubt fully aware of the reasons for the delay in formation of that force. When this police force is available in an efficient state the Council contemplate that it will be possible to disband the platoon of Levies from Kamaran and one platoon on the mainland. As it appeared probable that this position would not be reached during 1930 provision was included in the Estimate for that year for six platoons throughout the year.

The increase in the provision for works services is almost entirely due to the necessity for reconditioning the Commanding Officer's bungalow and the re-provision in more permanent construction of some 24 married quarters. The bungalow, on account of lack of proper maintenance over a period of many years, is not only in very bad condition but is structurally unsafe. It has in fact been necessary to provise strutting to the upper floor to prevent collapse, and the work of reconditioning would have been proceeded with during last financial year had there not been a serious shortage of funds. The married quarters referred to are provided in matted huts which are extremely dilapidated and have been condemned on medical grounds—some of the hutting in fact collapsed during the last monsoon. The position as regards

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* No. 178. † No. 193. ‡ No. 171. § C. 69253/29 [No. 40]: not printed.
‖ No. 177. ¶ No. 173. ** No. 65 in Middle East No. 29.

the above items of accommodation and certain other small items is such that the Council propose, in the absence of any objection on the part of the Secretary of State for the Colonies, to telegraph instructions for the work to be put in hand.

I am, &c.,
H. McANALLY.

C. 79286/30 [No. 12].

No. 181.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 182.]

Downing Street, 26th May, 1930.

SIR,

I AM directed by Lord Passfield to refer to the last paragraph of Sir R. V. Nind Hopkins' letter No. S. 21238/04 of the 28th February, 1930,* and to enclose, for the information of the Lords Commissioners of His Majesty's Treasury, a copy of a despatch† received from the Resident at Aden in regard to the item of £1,200 for Tribal Armament included under Sub-head F, Aden, of the Vote for Colonial and Middle Eastern Services for 1930. Their Lordships will observe that the Resident now states that this figure represents the estimated value of the issues of arms and ammunition to the Protectorate Tribes from existing stocks. Accordingly no cash provision is necessary for this service in 1930.

2. In regard to Their Lordships' inquiry as to the increased provision made for the Aden Protectorate Levies, I am to observe that the Air Council were requested by Lord Passfield to supply the information desired, and I am to enclose, for Their Lordships' information, a copy of the reply‡ on the subject which has been received from the Air Ministry. At the same time I am to forward for Their Lordships' information a comparative statement§ giving details of (*a*) the provision made in the financial years 1929 and 1930, and (*b*) the establishments of the force for the same period.

3. Lord Passfield is in agreement with the Air Council's view that, until the locally recruited police force becomes available, a reduction to a strength of 4 platoons cannot be effected. In this connexion I am to state that it is now hoped to appoint a British Assistant Superintendent of Police to train the recruits at an early date. Their Lordships will be aware of the difficulties that have been experienced in securing an officer with the requisite qualifications for this duty. For the moment, however, Lord Passfield considers that provision must be made in the current financial year on the assumption that the 6 platoons will be required for the whole of the year and he trusts Their Lordships may be moved to agree thereto.

4. I am to add that Sir S. Symes will be instructed to proceed with recruitment of the permanent police force with the utmost expedition in order that the reductions in the temporary police force and the Protectorate Levies may be effected as soon as possible.

5. As regards works services, the Secretary of State agrees that they are essential and understands that Their Lordships' approval for the work to be put in hand at once is being sought direct by the Air Council.

I am, &c.,
H. R. COWELL.

C. 79286/30 [No. 13].

No. 182.

TREASURY to COLONIAL OFFICE.

(S. 21238/04.)

Treasury Chambers, 14th June, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 26th May, 1930,‖ further relative to the provision for expenditure

* No. 176. † No. 179. ‡ No. 180. § See page 73. ‖ No. 181.

at Aden under Sub-head F. of the Vote for Colonial and Middle Eastern Services, and I am to request you to convey to the Secretary of State for the Colonies the following reply:—

My Lords now understand that the item of £1,200 for Tribal Armament represents not cash expenditure but an accounting adjustment. As this information was not available when the Estimate was submitted to Parliament the sum of £1,200 was inserted unnecessarily in Sub-head F and My Lords must now request that this sum be regarded as not available without Their specific authority.

In view of the information now furnished as to the delay in establishing the new police force My Lords agree that the strength of the Protectorate Levies may be maintained at 6 platoons during the current financial year.

I am, &c.,
R. V. NIND HOPKINS.

Sub-head L.—Appropriations-in-Aid.

Aden.

C. 79286/30 [No. 3A].

No. 183.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 176.]

Downing Street, 15th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to the letter from this Office of the 6th February,* on the subject of provision in the Colonial and Middle Eastern Services Estimate for 1930 in respect of Aden, and to state, for the information of the Lords Commissioners of His Majesty's Treasury, that the Air Council have suggested that the sum of £14,000 should be included under Sub-head M, Appropriations-in-Aid, in respect of that portion of the contribution from the Government of India in respect of Aden which relates to provision on this Vote. Their Lordships will be aware that the amount inserted under Sub-head F in respect of Aden is £59,750, of which £10,000 is in respect of the Temporary Armed Police Force, and £8,000 in respect of the reorganized Permanent Police Force. The whole of the later sum, however, is excluded from the Military Budgets as agreed in the letter from this Department to the India Office dated 21st November,† the draft of which was approved by Their Lordships in Sir R. V. N. Hopkins' letter No. S. 31885/03/4, of the 15th November, 1929.‡ Omitting, therefore, the sum of £18,000 as representing Services not falling within the term "military or political charges" in respect of which a contribution is to be made by the Government of India, from the provision of £59,750, the figure of approximately £42,000 is arrived at, and on the assumption that the Government of India will contribute one-third of the cost as agreed in Cabinet Paper 66 (26), Lord Passfield would suggest that the sum of £14,000 should be taken as an Appropriation-in-Aid to the Vote for Colonial and Middle Eastern Services.

I am, &c.,
H. R. COWELL.

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* No. 175. † No. 277 in Middle East No. 22. ‡ No. 275 in Middle East No. 22.

Extra Receipts.

Kantara-Rafa Railway.

C. 67016/29 [No. 12].

No. 184.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 1.45 p.m., 17th October, 1929.)

TELEGRAM.

[*Answered by No.* 185.]

No. 231. MY predecessor's despatch 406 of 15th May, 1929,* Kantara-Rafa Railway.

Treasury require submission of Estimates for 1930/31 by 1st November. Please telegraph by 25th October estimate of sum payable to His Majesty's Government on account of profits in year ending 31st March, 1931, and also state the amount which will be paid to His Majesty's Government during current financial year.—PASSFIELD.

C. 67016/29 [No. 13].

No. 185.

PALESTINE.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 12.54 p.m., 28th October, 1929.)

TELEGRAM.

No. 279 OF 28TH OCTOBER. Your telegram of 17th October, No. 231,† Kantara-Rafa Railway. The amount payable to His Majesty's Government on account of profit during the current financial year is approximately £11,700 and £7,800 in the year ending 31st March, 1931.

C. 67016/29 [No. 14].

No. 186.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 30th October, 1929.

WITH reference to Colonial Office letter of the 9th May, 1929,‡ I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a telegram from this Department to the High Commissioner for Palestine dated 17th October,† and of Sir J. Chancellor's reply dated the 28th idem,§ regarding the estimated receipts from the Sinai Military (Kantara-Rafa) Railway.

2. Their Lordships will observe with satisfaction that the amount payable to His Majesty's Government for the current financial year is approximately £11,700. This sum considerably exceeds the estimate of £5,000 included in the list of Extra receipts in connection with the Vote for Colonial and Middle Eastern Services for 1929.

3. It will also be seen that an estimated receipt of £7,800 is anticipated during 1930, and I am to say that, subject to Their Lordships' concurrence, it is proposed to insert this sum as an extra receipt in the draft Estimate for the ensuing year.

I am, &c.,
O. G. R. WILLIAMS.

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* C 67016/29 [No. 10]: not printed. † No. 184. ‡ C. 67016/29 [No. 8]: not printed. § No. 185.

Kamaran Quarantine Station.

C. 69273/29 [No. 14].

No. 187.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 190.]

SIR, Downing Street, 18th October, 1929.

I AM directed by Lord Passfield to refer to Colonial Office letter of 18th October, 1928,* and India Office reply of 27th October, 1928,† on the subject of the budget for the Kamaran Quarantine Station for 1929 and to inquire whether an estimate can be given of the receipts which may be expected to accrue to British Revenues during the financial year 1930/31 under the Anglo-Dutch Agreement relating to this Station.

2. As the information is required for submission to the Treasury by the 1st November, I am to request the favour of an early reply, and to suggest that, if necessary, a telegram should be sent to the Government of India on the subject.

I am, &c.,
H. R. COWELL.

C. 69273/29 [No. 17].

No. 188.

INDIA OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for the Colonies and begs to transmit to him copy of a telegram from the India Office to the Government of India on the subject of the budget of the Kamaran Quarantine Station. Estimated receipts from pilgrim dues during 1930.

India Office,
28th October, 1929.

Reference to previous correspondence: Letter to the India Office of the 18th October, 1929.‡

Enclosure in No. 188.

SECRETARY OF STATE FOR INDIA TO VICEROY, DEPARTMENT OF EDUCATION, HEALTH AND LANDS.

(Dated 22nd October, 1929.)

TELEGRAM.

3306. KAMARAN Quarantine Station. Please telegraph before 31st October, estimated receipts from pilgrim dues during 1930 to enable Colonial Office to estimate sum accruing to British revenues under Anglo-Dutch Agreement. I presume budget estimates have been sent to Batavia with your observations.

C. 69273/29 [No. 16].

No. 189.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 191.]

SIR, Downing Street, 29th October, 1929.

I AM directed by Lord Passfield to transmit, for the information of the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a telegram§ from the Viceroy to the Secretary of State for India regarding the receipts from pilgrim

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* No. 82 in Middle East No. 29 † No. 83 in Middle East No. 29.
‡ No. 187. § Enclosure in No. 190.

dues from the Kamaran Quarantine Station for 1930. Their Lordships will observe that the estimated figure is Rs.6,00,000 of which 5 per cent. is to be shared in accordance with the Anglo-Dutch Agreement between the Government of India and His Majesty's Government. The moiety due to the latter will, therefore, be Rs.15,000, equivalent to £1,125 sterling, and I am to inform you that, subject to Their Lordships' concurrence it is proposed to insert this figure as an extra receipt in connection with the Vote for Colonial and Middle Eastern Services for 1930.

I am, &c.,
O. G. R. WILLIAMS.

C. 69273/29 [No. 18].

No. 190.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 30th October, 1929.

WITH reference to your letter of the 18th October, 1929,* I am directed by the Secretary of State for India to transmit, for the information of the Secretary of State for the Colonies, copy of a telegram received from the Government of India reporting that the receipts from pilgrim dues are estimated in the budget estimates of the Kamaran Quarantine Station for 1930 to amount to Rs. 6 lakhs.†

Should this figure be realised a sum of approximately Rs. 30,000 may be expected to be payable out of the Quarantine Station Fund on the 1st January, 1931, for division between Imperial and Indian revenues.

I am, &c.,
C. H. SILVER,
for Secretary,
Economic and Overseas Department.

Enclosure in No. 190.

VICEROY, DEPARTMENT OF EDUCATION, HEALTH AND LANDS, NEW DELHI, TO SECRETARY OF STATE FOR INDIA.

(Received 3 p.m., 26th October, 1929.)

TELEGRAM.

2068-H(G).

26TH OCTOBER. Your telegram dated 22nd October, 3306. Kamaran Quarantine Station. Receipts from pilgrim dues for 1930 estimated at Rs. 6,00,000. Copy of budget estimate despatched to Batavia. Observations of the Government of India thereon will be communicated to Batavia as soon as estimate has been examined.

C. 69273/29 [No. 26].

No. 191.

TREASURY to COLONIAL OFFICE.

(S. 124/5.)

SIR, Treasury Chambers, 15th November, 1929.

IN reply to Mr. Williams' letter of the 20th October, 1929,‡ with enclosure, I am directed by the Lords Commissioners of His Majesty's Treasury to request you to inform Lord Passfield that They concur in his proposal to insert the figure of £1,125 in the note to the 1930 Estimate for Colonial and Middle Eastern Services as an Exchequer Extra Receipt in respect of Kamaran Quarantine Station.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 187. † Detailed estimates may be found in Enclosures 39 and 40 (not printed) in No. 192.
‡ No. 189.

C. 79273/30 [No. 1].

No. 192.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, January, 1930.

WITH reference to the letter from this Office of 18th December, 1928,* and connected correspondence, I am directed by the Secretary of State for India to forward for the information of the Secretary of State for the Colonies copy of a letter† received from the Government of India regarding the budget estimates of the Kamaran Quarantine Station for 1930. The observations of the Government of India on these estimates sent for communication to the Netherlands East Indies Government are contained in their telegram to His Majesty's Consul-General at Batavia No. 2392-H (G) dated 4th December, 1929.

2. It will be observed that the papers also include a report by the Civil Administrator, Kamaran, submitted in accordance with Article 10 of the Anglo-Dutch Agreement, on the working of the Kamaran Quarantine Station for the year 1928.

3. Copy of the papers is also being sent to the Under-Secretary of State for Foreign Affairs and the Secretary, Ministry of Health.

I am, &c.,
C. H. SILVER,
for Secretary,
Economic and Overseas Department.

Aden.

C. 69253/29 [No. 34].

No. 193.

ADEN.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 2.45 p.m., 14th October, 1929.)

TELEGRAM.

[*Answered by No.* 194.]

14TH OCTOBER. Please telegraph for inclusion in Estimates 1930 amount you estimate will be received on account of sales of arms and ammunition to Protectorate tribes for year ending 31st March, 1931.—PASSFIELD.

C. 69253/29 [No. 42].

No. 194.

ADEN.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 10.25 a.m., 12th November, 1929.)

TELEGRAM.

12TH NOVEMBER. No. 195. Your telegram 8th November.‡ Estimated receipts during year 1930/1931 in respect of sale of arms and ammunition £300.

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* C. 69273/29 [No. 29]: not printed. † Not printed.
‡ C. 69253/29 [No. 40]: not printed.

C. SUPPLEMENTARY ESTIMATES, 1930.

I. PARLIAMENTARY VOTE.

	1930.		
	Original Estimate.	*Revised Estimate.*	*Additional Sum required.*
MIDDLE EASTERN SERVICES.	£	£	£
'Iraq.			
D.1. Defence	240,000	251,000	11,000
D.8. Acquisition of land adjoining the Residency, 'Iraq	—	22,000	22,000
Palestine and Trans-Jordan.			
E.1. Defence	174,000	216,000	42,000
E.2. Trans-Jordan Frontier Force (Grant-in-Aid)	27,000	175,000	148,000
E.3. Contribution to Expenses of Trans-Jordan Administration (Grant-in-Aid)	60,000	84,000	24,000
Gross Total	—	—	247,000
Deduct—			
L. Appropriations-in-Aid	48,100	91,100	43,000
Net Total	—	—	204,000

Details.

'IRAQ.

D.1. Defence.

	£	£
Additional cost of the British Forces stationed in 'Iraq over the cost of such Forces if stationed in Great Britain. This amount is payable to the Air Ministry...	1,000	
Additional amount required to meet the balance of the cost of Indian troops lately employed in 'Iraq, payable to the Government of India	10,000	
		11,000

D.8. Acquisition of land adjoining the Residency, 'Iraq

Amount required for the acquisition of land adjoining the Residency for improving the accommodation of the High Commissioner and Staff	22,000

PALESTINE AND TRANS-JORDAN.

E.1. Defence.

	£
Additional provision for the excess cost of the British Forces in Palestine and Trans-Jordan over the cost of such Forces at their normal stations, payable to the War Office and Air Ministry. Since the original Estimate was presented, it has been decided that the Palestine Government shall in principle be liable for the whole of the excess cost of the Army troops stationed in Palestine and a moiety of the excess cost of the Royal Air Force stationed in Palestine and Trans-Jordan, and also the capital cost of works services in Palestine for both Forces. The other moiety of the excess cost of the Royal Air Force, together with the capital cost of works services in Trans-Jordan, will be borne by His Majesty's Government. Repayments by the Palestine Government will be determined with regard to that Government's ability to pay—see Sub-head L. ...	42,000

E.2. Trans-Jordan Frontier Force (Grant-in-Aid).

	£	£
Additional provision required for contribution towards the cost of the Trans-Jordan Frontier Force. The total expenditure for the Force for the financial year 1930 is now estimated at £250,000. Of this, £25,000 represents the capital cost of works in Palestine, which is to be borne by the Palestine Government, leaving a balance of	225,000	
This expenditure will be met from the funds of the Palestine Government with the assistance of a contribution calculated on the following revised basis:— (*a*) as regards recurrent expenditure (£200,000)—on the basis of three-quarters of the cost	150,000	
(*b*) as regards capital expenditure in Trans-Jordan territory—on the basis of the whole cost	25,000	
	175,000	
Prior to the 1st April, 1930, the contribution was on the basis of one-sixth of the total cost of the Force, and provision was made in the original Estimate for a contribution of nine months on that basis, viz.:	27,000	
Provision is now made for the balance of		148,000
Expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any balance of the sum issued which may remain unexpended at 31st March, 1931, will not be liable to surrender to the Exchequer at that date, but will be subject to eventual adjustment in the light of the audited accounts for 1930.		

E.3. Contribution to Expenses of Trans-Jordan Administration (Grant in Aid).

Revised estimates received from the Trans-Jordan Administration indicate that a contribution of £84,000 will be required for the year. The expenditure out of this Grant-in-Aid will not be accounted for in detail to the Comptroller and Auditor-General, but he will be furnished by the Colonial Office with the audited accounts and with any report of the Director of Colonial Audit thereon. Any balance of the sum issued which may remain unexpended at 31st March, 1931, will not be liable to surrender to the Exchequer.	
Additional amount required	24,000

L. Appropriation-in-Aid.

Additional amount to be recovered from Palestine Revenues towards cost of Defence—see Sub-head E.1	43,000

II. CORRESPONDENCE.

Palestine.—Accommodation for British Troops.

C. 71918/3/30 [No. 78].

No. 195.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, Kingsway, W.C.2, 30th July, 1930.

SIR,

Accommodation for British Troops Stationed in Palestine.

I AM commanded by the Air Council to transmit for your information a copy of letter which has been addressed to the Treasury on the above subject.

I am, &c.,
W. F. NICHOLSON.

Enclosure in No. 195

(Secret.)

30th July, 1930.

SIR,

I AM commanded by the Air Council to refer to the report of the Committee of Imperial Defence Sub-Committee on the Palestine Garrison, C.O.S. 241, and to acquaint you, for the information of the Lords Commissioners of His Majesty's Treasury, that in accordance with the recommendations contained in paragraph 12 of that report they have had under consideration the question of providing suitable accommodation for the two British Battalions now stationed in Palestine.

Although the Sub-Committee recommend that the strength of the garrison should be reviewed annually, Their Lordships will doubtless realize that considerations regarding the health and comfort of the troops, their training and disposition, render it essential that early steps should be taken to provide the full accommodation required and terminate the existing unsatisfactory arrangement under which large portions of the force occupy billets which are not only unsuitable for anything but temporary occupation but involve the Battalions being scattered over the country in small detachments.

As Their Lordships will be aware from Air Ministry letter of the 31st December, 1929, and subsequent correspondence, hutted camps for the troops have been provided at Jerusalem and Haifa. These camps were designed to accommodate as a temporary measure a Battalion Headquarters and two Companies each, but as the accommodation was limited to 51 feet super per man, it will be necessary to augment the existing accommodation to render it suitable for permanent occupation by the two Headquarters and four Companies in addition to undertaking further construction for the remaining four Companies.

The permanent distribution of the force will be one Battalion less one Company at Jerusalem, one Battalion at Haifa and one Company at Jaffa. An estimate of the cost of providing hutted accommodation on this basis has been prepared by the Air Officer Commanding, Middle East, and amounts to £65,000.

As it will be necessary to commence work on the provision of this accommodation at an early date the Council are consulting the War Office with regard to the Air Officer's Commanding proposals and propose, subject to Their Lordships' sanction, to put the work in hand as soon as the concurrence of the War Office has been obtained.

Copies of this letter have been sent to the Colonial Office and War Office.

I am, &c.,
J. A. WEBSTER.

The Secretary,
Treasury, S.W.1.

C. 71918/3/30 [No. 80].

No. 196.

MR. W. R. L. TRICKETT (TREASURY)

to

MR. H. BECKETT (COLONIAL OFFICE).

[*Answered by No.* 197.]

(S. 34663/2.)

Treasury Chambers,
Whitehall, S.W.1, 6th August, 1930.

DEAR BECKETT,

WE understand that the Air Ministry have sent you a copy of their letter to us of the 30th July, 1930,* on the subject of accommodation for the two British Battalions now stationed in Palestine.

This is a matter on which we must have the specific recommendation of the Colonial Office as responsible for policy. We should be grateful, therefore, if you could send us officially your point of view at an early date so that we can consider the Air Ministry letter together with yours.

Yours, &c.,
W. R. L. TRICKETT.

C. 71918/3/30 [No. 86].

No. 197.

MR. O. G. R. WILLIAMS (COLONIAL OFFICE)

to

MR. A. P. WATERFIELD (TREASURY).

[*Answered by No.* 198.]

Downing Street, 30th August, 1930.

DEAR WATERFIELD,

I AM dealing with Trickett's letter of the 6th August,† addressed to Beckett, who is away, regarding the accommodation for the two British Infantry Battalions now in Palestine.

The £65,000 mentioned in the Air Ministry's letter of the 30th of July,‡ as the cost of providing hutted accommodation, is entirely outside any provision that has already been made in the current year's Estimates, and arises out of Conclusion (*d*) of the Committee of Imperial Defence at their meeting of the 14th of July. In (*d*) the Committee of Imperial Defence recommended that, if the garrison should continue to include two Battalions, the question of providing suitable accommodation should be taken up by the Departments concerned. This estimate of £65,000 for accommodation will presumably have to be substantially increased to provide for quarters, garages, and workshops, if it is eventually decided to station a Royal Army Service Corps Unit in Palestine.

In the supplementary Estimate for Middle East Services for 1929, the sum of £42,000 was included under Sub-head E (1), Defence, for "Works Emergency Services (Hutted Camps, &c., for Army Troops)." This formed part of the £63,000 shown under Part 3 as expenditure arising out of the recent disturbances in Palestine on account of the Air Minstry, the balance of £21,000 being the extra cost of the Royal Air Force due to the disturbances. A further sum of £35,000 was included in this supplementary Estimate as a repayment to the War Office, but this did not include capital services.

In the current financial year a sum of £28,000 was included under Sub-head E 1 (*a*) to provide for the completion of those works services for the Army troops in Palestine, in addition to £4,000 under E 1 (6) (1) in respect of capital works services for the Royal Air Force in Palestine. These two figures make up the sum of £32,000, which is referred to in paragraph 7 of our Secret despatch of the 18th of July,§ to the Officer Administering the Government of Palestine to which you refer in your letter No. S. 28724/3 of the 8th of July.‖

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* Enclosure in No. 195. † No. 196. ‡ Enclosure in No. 195.
§ C. 77296/30 [No. 6]: not printed. ‖ C. 77296/30 [No. 4]: not printed.

The provision made in the 1929 and 1930 Estimates provided for accommodation in the nature of hutted camps as a temporary measure for the Battalion headquarters and two Companies of each of the Battalions located at Jerusalem and Haifa. The accommodation was, however, limited to 51 feet super per man, which is below the usual scale, and it is now necessary to augment the existing accommodation to render it suitable for permanent occupation by the two Headquarters and four Companies, in addition to undertaking further construction for the remaining four Companies. (One Company will be stationed at Jaffa.) The cost of this further accommodation is estimated to amount to £65,000 and no provision for it has been made in the Estimates, since the additional scheme has only been considered as a result of the recommendation of the Committee of Imperial Defence of the 14th of July, long after the Estimates were closed, which was approved by the Cabinet at a meeting held on Wednesday, the 30th of July.

We agree as to the necessity for this further accommodation, having regard to the Cabinet decision, and concur in the view of the Air Ministry that the work must be put in hand at once, but there is one point to be considered and that is the allocation of the additional cost.

As you are aware, in your letter No. S. 28724/3 of the 8th of July you were prepared to afford some relief to Palestine in the current financial year by means of a special grant in respect of the excess cost of defence to Palestine in 1930.

The further cost of accommodation was not contemplated when the proposals for relief were considered by you.

In the circumstances, we hope you will agree that it would be only reasonable that a large portion, if not all, of this further charge which proves to be necessary should be borne by British funds. If so large a sum as £65,000 was to be charged to Palestine funds, it is not easy to see how, in present circumstances, that liability could be met.

I shall be glad if you will let me have your views on this aspect, before we write officially.

Yours, &c.,
O. G. R. WILLIAMS.

C. 71918/3/30 [No. 93].

No. 198.

MR. A. P. WATERFIELD (TREASURY) to MR. O. G. R. WILLIAMS (COLONIAL OFFICE).

(S. 34663/2.)

Treasury Chambers,
Whitehall, S.W.1, 8th September, 1930.

DEAR WILLIAMS,

YOUR letter of the 30th August,* about the proposed additional accommodation for the two British Infantry Battalions now in Palestine.

I am of course obliged to agree that under present conditions it is hopeless to expect that Palestine will be able to meet the full cost of Defence from her own resources. But I think it is important to maintain the postion that that is what she is liable to do in principle, and that any contribution towards the cost which may be made from British funds is by way of temporary and ex gratia relief. Further, it may be necessary for us to regard such relief as a non-interest-bearing loan to Palestine during her present difficulties, subject to repayment in better times, as the Cabinet decided to do in the case of the Sudan garrison. This is particularly important in the case of buildings, which will presumably remain available for local use after the military forces have been withdrawn; indeed I understand from the Air Ministry that they have been careful to see that the accommodation which is now proposed could be occupied by the gendarmerie if it should be decided to employ the latter later on.

Moreover, I presume that the cost of billeting is, at present, borne by Palestine funds, and that to this extent it is the Palestine exchequer that will be relieved when the troops exchange their billets for the new quarters.

I think, therefore, that:—

(i) Palestine should accept liability for repayment of these works in principle;

(ii) and that the nature and cost of the accommodation should, therefore, be approved in general by the local Administration before it is put in hand;

* No. 197.

(iii) that any relief which may be afforded by the British Government should be recognized as exceptional, and liable to repayment in future if the British Government so decide (I don't want to determine this point finally at the moment; and in any case we should not of course ask for interest);

(iv) that Palestine should at least contribute something meanwhile towards the cost even though it is no more than what she at present is spending on billets.

I hope you will agree that these proposals are reasonable.

I am sending a copy of your letter and this reply to Caines. The financial procedure would be that the Air Ministry will recover the whole cost from you (Colonial and Middle Eastern Services Vote), and you will take as an Appropriation-in-Aid whatever contribution Palestine can afford.

Yours, &c.,
A. P. WATERFIELD.

C. 71918/3/30 [No. 95].

No. 199.

PALESTINE.

THE SECRETARY OF STATE to THE OFFICER ADMINISTERING THE GOVERNMENT.

(Sent 4.10 p.m., 13th September, 1930.)

TELEGRAM.

[*Answered by Nos.* 200 *and* 201.]

No. 243. CONFIDENTIAL. Your despatch Confidential of 14th May,* Garrison. It has been decided *inter alia* that garrison should continue to include for the present an Infantry Force equivalent to two Battalions and it is considered essential that early steps be taken to complete provision of hutted accommodation on basis of following permanent distribution of Force, at Jerusalem one Battalion less one Company, at Haifa one Battalion and at Jaffa one Company. It is understood that estimate of cost of completing hutted accommodation has been prepared by Air Officer Commanding, Middle East, and amounts to £65,000.

It is proposed that:—

(1) Palestine should accept liability for repayment of cost of these works in principle.

(2) That nature and cost should, therefore, be approved in general by Palestine Government.

(3) That any relief which may be afforded by British Government should be recognized as exceptional and liable to repayment in future if British Government so decide.

(4) That Palestine should at least contribute something meanwhile towards cost even though it is no more than what she at present is spending on billets.

Please telegraph whether you agree to foregoing proposals in regard to incidence of charge and if so whether you approve nature and cost of accommodation which it is proposed to provide, details of which can no doubt be obtained direct from Air Officer Commanding, Middle East.

It has also been decided to consider question of establishing a Royal Army Service Corps Unit in Palestine with suitable transport in order to avoid the present expensive system of hiring. In this connexion it is understood from War Office that expenditure on hiring has recently been about £500 a week. Shall be glad if you will confirm this figure —PASSFIELD.

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* C. 71918/3/30 [No. 67]: not printed.

C. 71918/3/30 [No. 104].

No. 200.

PALESTINE.

THE OFFICER ADMINISTERING THE GOVERNMENT
to THE SECRETARY OF STATE.

(Received 11.15 a.m., 23rd September, 1930.)

TELEGRAM.

23RD SEPTEMBER. No. 262. Your telegram No. 243 Confidential.* Garrison. I agree with proposals (i) to (iv) but in regard to ability of Palestine to pay see my despatch of 20th September,† on subject of allocation of cost of Trans-Jordan Frontier Force and Royal Air Force between British and Palestine Funds.

I have requested Air Officer Commanding to furnish details of proposals. Expenditure on hire approximates £16,000 per annum and I welcome establishment of Royal Army Service Corps Unit as a means of economy.

C. 71918/3/30 [No. 123].

No. 201.

PALESTINE.

THE HIGH COMMISSIONER to THE SECRETARY OF STATE.

(Received 20th October, 1930.)

[*Answered by No.* 203.]

(Secret A.) High Commissioner for Palestine,
Jerusalem, 11th October, 1930.

MY LORD,

I HAVE the honour to refer to the telegraphic correspondence† on the subject of the provision of accommodation for the Military Garrison of Palestine, and to transmit herewith for Your Lordship's information a copy of a letter, dated the 8th October, 1930, with enclosures, from the Air Officer Commanding, Middle East, which furnishes detailed estimates of the expenditure required.

2. It will be seen that the total cost of accommodation is estimated at £P75,900, which includes a sum of £P10,900 for the provision of accommodation for one Company of Mechanical Transport, Royal Army Service Corps.

3. In view of the fact that this Government has already accepted Your Lordship's suggestion that Palestine should assume responsibility in principle for the cost of this accommodation, I have authorized the Estimates enclosed under cover of this despatch and shall be grateful for Your Lordship's formal covering approval.

I have, &c.,
J. R. CHANCELLOR,
High Commissioner for Palestine.

Enclosure in No. 201.

(Secret.) Headquarters, Royal Air Force, Middle East,
Cairo, 8th October, 1930.

YOUR EXCELLENCY,

WITH reference to the letter from the Acting Chief Secretary, dated the 24th September, 1930, addressed to the Group Captain Commanding Royal Air Force, Palestine and Trans-Jordan, on the subject of the accommodation for the Army Units in Palestine, which has been forwarded to this Headquarters for necessary action, I have the honour to furnish, as desired, details of the estimates forwarded to the Air Ministry.

The estimates in question cover:—

(*a*) The extension of the existing barrack accommodation in the camps at Haifa and Jerusalem to increase the present superficial area of 51 feet per man to 60 feet and minor improvements to other buildings.

(*b*) The provision of fans in all camps.

* No. 199. † C. 77296/30 [No. 12]: not printed. ‡ Nos. 199 and 200.

(*c*) The extension of Haifa Camp to accommodate one Battalion.

(*d*) The extension of Jerusalem Camp to accommodate one Headquarters Wing and three Companies.

(*e*) The provision of a camp in the Jaffa neighbourhood for one Company.

(*f*) The provision of accommodation for one Company of Mechanical Transport, Royal Army Service Corps.

The class of accommodation and type of construction allowed for are similar to those of the erected camps at Haifa and Jerusalem, and the estimates amount to the following:—

	£
Items (*a*) to (*e*)	65,000
Item (*f*)	10,900

I would point out that subsequent to the preparation of the above estimate of £65,000, Boards of Officers held at Haifa and Jerusalem made detailed recommendations for the extension of the camps. Consideration of these recommendations may render necessary some amendment of the estimate in minor details, but it is not anticipated that the total will be affected to any appreciable extent.

I have, &c.,
F. R. SCARLETT,
Air Vice-Marshal, Air Officer Commanding,
Royal Air Force, Middle East.

His Excellency the High Commissioner,
Jerusalem.

(Secret.)

ESTIMATE.

THIS estimate is prepared on the supposition that the Army Garrison will remain at its present strength for an indefinite period beyond the autumn of 1931, and is based on:—

(*a*) the increase of the barrack accommodation in the hutted Camps at Jerusalem and Haifa, to provide a superficial area of 60 feet per man as before described;

(*b*) the increase of the accommodation at Haifa to provide accommodation on the same basis for a full battalion;

(*c*) the increase of the accommodation at Jerusalem to provide accommodation on the same basis for a Headquarters Wing and three Companies;

(*d*) the provision of a hutted Camp in the Jaffa neighbourhood.

	£
Additional Barrack Blocks, four at each camp, as before, and improvements to Institute	7,500
Provision of fans in all camps	3,000
Extension of Haifa Camp for one Battalion, as detailed ...	23,000
Extension of Jerusalem Camp for Headquarters Wing and three Companies, as detailed	16,500
Hutted Camp at Jaffa, as detailed	14,500
	£64,500

Say, £65,000.

(Secret.)

PALESTINE EMERGENCY, 1929-30.

Haifa.

ADDITIONAL accommodation required to render existing hutted Camp suitable for occupation by one Battalion, on a 60-feet basis.

	£
Nine Barrack Blocks	7,000
Conversion of existing Dining-room to Barrack accommodation	200
New Dining-room	3,000
Institute, new building	3,600
Carried forward	£13,800

	£
Brought forward	13,800
Two additional Company Offices and Stores	600
Conversion of N.A.A.F.I. to Barrack Store	150
Eight Junior Officers' Quarters	1,000
Two Field Officers' Quarters	600
Five Warrant Officers' Quarters	600
Alterations to Officers' Mess	500
Alterations to Sergeants' Mess	300
Minor extensions of existing buildings	500
Two men's Bath-houses	750
Four men's Latrine Blocks	400
Signal and Weapon Training Store	150
Recreational facilities	500
Billiard Rooms to Officers' and Sergeants' Messes	600
Paths	350
Fencing	150
Drainage	200
Water Supply	350
Electric Light	400
	£21,900
Add Contingencies, say	1,100
Total	£23,000

(Secret.)

PALESTINE EMERGENCY, 1929-30.

Jerusalem.

Additional accommodation required to render existing hutted camp suitable for occupation by Headquarters Wing and three Companies, on a 60-feet basis.

	£
Five Barrack Blocks	4,000
Dining-room (extension)	1,000
Institute (new)	3,200
Six Junior Officers' Quarters	800
Two Field Officers' Quarters	600
Five Warrant Officers' Quarters	600
Adaptation of existing N.A.A.F.I. to Barrack Store	200
Alterations to Officers' Mess	500
Alterations to Sergeants' Mess	300
Minor Extensions of existing buildings	500
One Bath and One Ablution Block	600
Two Men's Latrine Blocks	200
Laundry	300
Additional Company Office and Store	300
Signal Store and Weapon Training Store, &c.	150
Vehicle Shed	250
Recreational facilities	500
Billiard Rooms to Officers' and Sergeants' Messes	600
Paths	200
Drainage	500
Water Supply	300
Electric Light	300
	£15,900
Add Contingencies, say	600
Total	£16,500

(Secret.)

PALESTINE EMERGENCY, 1929-30.

Camp in the neighbourhood of Jaffa, for one Company on a 60-feet basis.

Detailed Estimate.

	£
Officers' Mess for 5	800
Officers' Quarters (5)	850
Combined Sergeants' Mess and Quarters	750
Barrack Blocks	4,750
Dining Room and Cookhouse	1,200
Institute	1,000
Men's Baths, Ablutions and Latrines	500
Guard Room	400
Company Offices and Stores and Medical Inspection Room	550
Stores generally	500
Transport Lines	100
Water Supply	500
Roads and Paths	1,000
Drainage	500
Electric Lighting	300
Recreational facilities	250
	£13,950
Add Contingencies, say	550
Total	£14,500

(Secret.)

ESTIMATE FOR THE PROVISION OF ACCOMMODATION FOR MECHANICAL TRANSPORT COMPANY—ROYAL ARMY SERVICE CORPS.

Jerusalem.

Accommodation for 2 officers, 2 warrant-officers, 5 sergeants, 49 corporals and privates, 11 lorries, 2 cars, 1 ambulance, and 4 motor-cycles.

	£	£
(*a*) *Living Accommodation.*		
Officers' Quarters	500	
Warrant Officers' and Sergeants' Quarters	600	
Barrack Blocks	1,600	
Sanitary Blocks	300	
External Services	450	
		£3,450
(*b*) *Technical Accommodation.*		
Technical Store	300	
Workshops	300	
Vehicle Sheds	800	
		£1,400
(*c*) *Additions to Other Camp Buildings.*		
Dining-room and Cookhouse	500	
Institute	400	
Offices	200	
		£1,100
(*d*) *Roads and Hard Standings*		750
Total Jerusalem		£6,700

Haifa.

Accommodation for 1 officer, 2 sergeants, 28 corporals and privates, 10 lorries, 1 car, 1 ambulance, and 2 motor-cycles.

		£	
(*a*) *Living Accommodation.*			
Officer's Quarters		250	
Barrack Blocks		1,000	
Sanitary Blocks		150	
External Services		250	
			£1,650
(*b*) Technical Store / Vehicle Shed / Workshops.	Modification and extensions to existing buildings		£600
(*c*) *Additions to Other Camp Buildings.*			
Dining-room and Cookhouse		250	
Institute		200	
Offices		200	
			£650
(*d*) *Roads and Hard Standings*			750
Total Haifa			£3,650

Sarafand.

Accommodation for 1 lorry and 2 privates. All accommodation is available in existing buildings, but existing vehicle shed will require modification and improvement at cost	£50

Total Estimate.

	£
Jerusalem	6,700
Haifa	3,650
Sarafand	50
	£10,400
Contingencies	500
Total Estimate ...	...£10,900

C. 71918/3/30 [No. 124].

No. 202.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 206.]

Downing Street, 25th October, 1930.

SIR,

I AM directed by Lord Passfield to refer to Mr. Waterfield's semi-official letter of the 8th of September, No. S. 34663/2,* on the subject of the proposed additional accommodation for the two British Infantry Battalions now in Palestine and to transmit, to be laid before Their Lordships, the accompanying copy of a despatch from the High Commissioner for Palestine dated 11th October,† from which it will be observed that the revised estimate of £75,900 for the cost of the accommodation includes provision for accommodation for a Royal Army Service Corps Unit

* No. 198. † No. 201.

2. If no decision has been taken by the Cabinet in regard to the stationing of a Royal Army Service Corps Unit in Palestine by the time a reply is sent to the High Commissioner on this subject, Lord Passfield proposes to intimate to Sir J. Chancellor that no work should be undertaken on the accommodation for this Unit pending notification of the decision.

3. As regards the question of the incidence of the charge as between Palestine and His Majesty's Government it is proposed, in view of the terms of the High Commissioner's telegram No. 262 of the 23rd of September,* a copy of which has been forwarded to Their Lordships, to adopt the financial procedure indicated in Mr. Waterfield's letter of the 8th of September, *i.e.*, to make the necessary provision under the Defence Sub-head of the Colonial and Middle Eastern Services Votes (Supplementary Estimate for 1930 and Vote for 1931) and to recover, as an appropriation-in-aid, whatever contribution it may be decided that Palestine shall afford.

4. The Air Ministry and the War Office have been consulted semi-officially on the question of the proportion of the total expenditure proposed which would fall within the current year and the estimate thereof is as follows :—

Total cost		£75,900
Apportionment :—		
	1930	1931
	£	£
Accommodation for British Battalion	30,000	35,000
Accommodation for Royal Army Service Corps Unit	5,000	5,900
	£35,000	£40,900
Add for Initial charges	1,700	—
Add for " Excess cost " of Royal Army Service Corps Unit ... ... say		
	£38,000	£45,400

It will be observed that the High Commissioner has " approved this expenditure " in general, but as these works services will be undertaken by the Works and Buildings Department of the Air Ministry and as no instructions to proceed have been issued by the Air Ministry, Lord Passfield does not think it possible that any construction has been begun locally.

5 Subject to the decision of the Cabinet on the question of the stationing of a Royal Army Service Corps Unit in Palestine, Lord Passfield proposes, if Their Lordships agree, to inform the High Commissioner that the estimates now submitted are approved and to request the Air Ministry to take the necessary steps for the execution of the works.

6 On the assumption that the above proposals will be approved, provision to the extent of £38,000 for these services will be included in the Supplementary Estimates for 1930 under the Colonial and Middle Eastern Services Vote and £45,400 will be included in the Estimates for 1931 under Sub-head E 1 Defence, of that Vote.

I am, &c.,
O. G. R. WILLIAMS.

C. 71918/3/30 [No. 147].

No. 203.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 1.15 p.m., 24th November, 1930.)

TELEGRAM.

No. 303. YOUR telegram No. 322.† Provision for the expenditure of £75,900 estimated in your despatch Secret A of the 11th of October‡ will be made as follows :—

(*a*) In 1930-31 accommodation for two Battalions, £30,000; for Royal Army Service Corps Unit, £5,000.

* No. 200. † C. 71918/3/30 [No. 142] : not printed. ‡ No. 201.

(*b*) The balance of £40,900 will be provided in next year's estimates. Air Ministry has been informed that (*a*) is approved but that accommodation for Royal Army Service Corps Unit is subject to Cabinet approval, which it is hoped will shortly be forthcoming.—PASSFIELD.

C. 71918/3/30 [No. 148].

No. 204.

COLONIAL OFFICE to AIR MINISTRY.

Downing Street, 25th November, 1930.

SIR,

I AM directed by Lord Passfield to refer to the semi-official letter from the Treasury addressed to this Department of the 18th of November, No. S. 34663/2,* of which a copy was sent to Mr. Caines, conveying approval of the expenditure this financial year of £30,000 for accommodation for two Battalions and £5,000 for accommodation for a Royal Army Service Corps Unit, and to state that Lord Passfield assumes that the Air Council will now issue the necessary instructions for the execution of the works enumerated in the Secret letter of the 8th of October from the Air Officer Commanding, Royal Air Force, Middle East, which formed an enclosure to the High Commissioner for Palestine's Secret despatch of the 11th of October.† It will be noted that the total estimated cost of £75,900 is being provided as follows:—

	£
In the supplementary estimate for Colonial and Middle Eastern Services, 1930:—	
Accommodation for British Battalions	30,000
Accommodation for Royal Army Service Corps Unit	5,000
Under Colonial and Middle Eastern Services Vote, 1931:—	
Accommodation for British Battalions	35,000
Accommodation for Royal Army Service Corps Unit	5,900

2. I am to add that the inclusion of provision for the accommodation necessary for a Royal Army Service Corps Unit is subject to the approval by the Cabinet of the despatch of such Unit to Palestine, which it is hoped will be forthcoming very shortly.

I am, &c.,
O. G. R. WILLIAMS

C. 71918/3/30 [No. 159].

No. 205.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(Sent 4 p.m., 6th December, 1930.)

TELEGRAM.

No. 311. MY telegram No. 303 of 24th November.‡ The Cabinet have agreed that a Royal Army Service Corps Unit, with suitable transport, should be stationed in Palestine. Probable date of arrival 22nd January. Provision as indicated in my above-quoted telegram for the accommodation necessary for that Unit is therefore approved.—PASSFIELD.

C. 71918/3/30 [No. 166].

No. 206.

TREASURY to COLONIAL OFFICE.

(S. 34663/2.)

Treasury Chambers, 16th December, 1930.

SIR,

THE Lords Commissioners of His Majesty's Treasury have had before Them Mr Williams' letter of the 25th October,§ and subsequent correspondence, relative to the provision of additional accommodation for the two British Infantry Battalions now in Palestine and for a Royal Army Service Corps Unit.

* C. 71918/3/30 [No. 143]: not printed. † No. 201. ‡ No. 203. § No. 202.

2. In reply, My Lords direct me to request you to convey to the Secretary of State Their sanction for the expenditure involved in respect of the two Infantry Battalions and the Royal Army Service Corps Unit, viz., £83,400, to be apportioned as follows:—

	1930. £	1931. £
Accommodation for British Battalion	30,000	35,000
Accommodation for Royal Army Service Corps Unit	5,000	5,900
	£35,000	£40,900
Initial charges in respect of Royal Army Service Corps Unit	1,700	—
Excess cost of Royal Army Service Corps Unit	1,300	4,500
	£38,000	£45,400

3. Their Lordships have already approved the inclusion in the Supplementary Estimate for Colonial and Middle Eastern Services, 1930, of the sum of £38,000 in respect of the expenditure in the course of the current year, and They now approve the inclusion in the Estimates for 1931 of the sum of £45,400.

4. My Lords agree that the contribution to be made by the Palestine Government in respect of these services should be recovered as an appropriation-in-aid of the Vote.

I am, &c.,
R. V. NIND HOPKINS.

Miscellaneous.

C. 79062/30 [No. 26].

No. 207.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 26th August, 1930.

SIR,

I AM commanded by the Air Council to refer to Treasury letter S. 17977/08 of the 11th March, 1930,* addressed to the Colonial Office in reply to Colonial Office letters of the 12th† and 15th February, 1930,‡ relative to the Estimate for Colonial and Middle Eastern Services, 1930, and to request you to lay before the Secretary of State for the Colonies the following information regarding the provision for 'Iraq.

In a letter to the Air Ministry dated the 11th March, 1930§ (a copy of which was sent to your Department) the Lords Commissioners of His Majesty's Treasury directed attention to the fact that the estimated total expenditure in 'Iraq for the financial year 1930 exceeded by some £15,000 the agreed figure of £500,000 and asked to be informed what reduction could be made so as to confine the total expenditure within the agreed figure. (Incidentally it may be observed that, if appropriations-in-aid and items not chargeable against the limiting figure are taken into account, the excess is reduced to £13,500). The portion of that expenditure with which the Air Council are directly concerned may be conveniently divided as under:—

	£
(*a*) Extra cost of the Royal Air Force	238,000
(*b*) Capital expenditure on Works Services	
(*c*) 'Iraq Levies ... ... (net)	189,000

As regards item (*a*) I am to explain that it consists almost entirely of Colonial and Foreign Service allowances to military and civil personnel respectively and land and sea transport. Whilst the garrison remains constituted as at present it is clearly impossible to effect any immediate and substantial reduction in this class of expenditure, but the Air Officer Commanding has been requested to review very closely the establishments of personnel and to examine carefully the necessity for all movements of personnel and stores with a view to effecting economies. The increased provision for capital expenditure on Works Services item (*b*) arises from the necessity of remedying the most serious of the deficiencies in technical buildings and living accommodation. The Air Officer Commanding put forward proposals, the cost of which

* No. 50. † No. 29. ‡ No. 49. § Enclosure 1 in No. 50.

amounted to £86,500, but after a rigorous examination in which special regard was had to the conditions envisaged after the probable entry of 'Iraq into the League of Nations in 1932 the cost has been reduced to a total of £44,000. Of this sum, £20,000 is included in the provision in 1930—£3,000 under Part I, Item 79, and £17,000 under Part II.

The work on technical buildings includes such services as the provision of oil, petrol, and explosive stores additional to those existing, which are inadequate for requirements and present a grave risk by reason of their concentration, and the provision of sliding doors to hangars, which at present lose a large proportion of their utility owing to excessive dust frequently rendering work on repairing or assembling aircraft impossible.

The work on living accommodation includes such items as additions to bath houses to provide the synopsis scale of foot, shower, and slipper baths, and improvements to cook houses, dining rooms, institutes, messes, and barrack accommodation. The Council consider that accommodation on the Indian scale would actually be justifiable in 'Iraq, since the climate is comparable with that of the plains of India, but in view of the necessity of restricting expenditure as much as possible they have not allowed in the proposed Works Services for any increase on the scale laid down for home establishments.

The provision for the 'Iraq Levies is not, in the Council's opinion, susceptible to any considerable reduction, but the Air Officer Commanding has been instructed to include levy expenditure in the general review referred to above.

Whilst, therefore, the Air Council are not at present in a position to make a reduction in the total requirements for the services above mentioned, the Secretary of State for the Colonies may rest assured that all possible steps to that end are being taken.

A copy of this letter has been sent to the Treasury, but, as the expenditure under discussion is provided for in the Vote for Colonial and Middle Eastern Services, the Council assume that the Secretary of State for the Colonies will take steps to reply to the Treasury letter referred to in the opening paragraph of this letter.

I am, &c.,
H. McANALLY.

C. 79062/30 [No. 27].

No. 208.

COLONIAL OFFICE to TREASURY.

SIR, Downing Street, 23rd September, 1930.

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkins' letter of the 11th of March last (S. 17977/08)* and in particular to paragraphs 3 and 4 thereof in which the Lords Commissioners of the Treasury urged that every effort should be made to reduce the actual expenditure in 1930 under the 'Iraq Section of the Colonial and Middle Eastern Services Vote, 1930 (Class II 9), to a figure not exceeding £500,000 and, in reply, to request you to inform Their Lordships that, after consultation with the Air Ministry, he regrets it has been found impossible to reduce the total estimate of £515,850. On the contrary, as Their Lordships are aware, many urgent and unforeseen additional services have materialized that will more than counterbalance any possible savings and, so far as can be foreseen, will necessitate the submission of a Supplementary Estimate. It is not expected at the moment that there will be any savings available on the other sections of the Colonial and Middle Eastern Services Vote, 1930, from which the anticipated excesses can be met.

2. Particulars of the various additional services referred to above have already been communicated to Their Lordships either officially or semi-officially and the whole position is summarized below :—

Sub-head D.1. Defence. £240,000.

(*a*) £238,000—*Excess Cost of British Forces.*—The Air Council are not at present in a position to make a reduction in the total requirements but all possible steps to that end are being taken (*vide* Air Ministry letter of 26th August, 1930,† of which a copy was sent to Treasury direct).

* No. 50. † No. 207.

(*b*) £2,000—*Balance of Cost of Indian Troops.*—An additional sum of £5,300 is likely to be required in connexion with the Government of India's claim for arrear leave passage contribution of Indian Army Officers serving in 'Iraq. (Treasury, S. 35349—3rd July, 1930.*)

Sub-head D.2. Boundary Commission, £500.—This question is being actively pursued with the French Government and, at this date, it is not possible to state whether any saving will be effected on this sub-head.

Sub-head D.3. 'Iraq High Commission, £24,600.—The following additional expenditure is foreseen :—

(*a*) £600 (approximate) being moiety of cost of additional furniture and linen for Residency and Secretariat. (Treasury, S. 12591/2—2nd August, 1930,† and 23rd August, 1930.‡)

(*b*) £3,580, being moiety of cost of additions and improvements to Residency and Secretariat. (Treasury, S. 12591 12th August, 1930.)

Sub-head D.4. Grant-in-Aid of 'Iraq Army, £60,000.—The 'Iraq Government, whilst not yet having approved the revised cadre of British Officers attached to the 'Iraq Army, have sanctioned the revised rates of pay as from 1st April, 1930. It is anticipated that, unless there is considerable delay in filling the posts of certain officers whose periods of secondment are about to expire, the full amount of £60,000 will be issued.

Sub-head D.5. 'Iraq Levies. £190,000.—See note under Sub-head D.1 (*a*) above.

Sub-head D.6.—£500 *and D.7.*—£250.—The savings, if any, under these sub-heads will be small.

Special Sub-heads.

D.7. Acquisition of Arab Village adjoining Residency.—A sum of £21,700 (estimated) will be required in connexion with the acquisition of this land if the proposals put forward by the High Commissioner for 'Iraq are approved.

(See Colonial Office letter of 2nd August, 1930.§)

D.8. Present to King Ibn Saud. £420.—(See Colonial Office letter of 27th June, 1930.‖

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 29].

No. 209.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 29th October, 1930.

WITH reference to your letter of the 5th February, 1930,¶ and to a telephonic request by Mr. Howard of your Department, regarding the probable out-turn of Sub-head D.1 of the Colonial and Middle Eastern Services Vote for 1930, I am commanded by the Air Council to request you to inform the Secretary of State for the Colonies that it is now anticipated that the expenditure on capital works services in 'Iraq in the year will amount to £31,000, or £1,000 in excess of the estimate provision.

In addition, claims amounting to a sum of nearly £7,000 (against estimate provision of £2,000) have been received from the Indian authorities in respect of delayed mustering-out concessions and deferred pay issuable in respect of the Indian troops formerly employed in 'Iraq, and additional claims of a similar nature are to be expected. In addition, it is possible that a request will be made for payment within the year of the sum due for leave passage concessions to those troops (*vide* Colonial Office letter to the Treasury of the 15th April, 1930**), and although the amount payable cannot be estimated with precision it will quite probably be between £4,000 and £5,000.

* C. 70178/30 [No. 7] : not printed.
† C. 78117/30 [No. 47] : not printed.
‡ C. 78117/30 [No. 57] : not printed.
§ C. 78117/30 [No. 43] : not printed.
‖ C. 79075/30 [No. 26] : not printed.
¶ No. 46.
** C. 70178/30 [No. 2] : not printed.

Taking all the above factors into consideration it appears that additional expenditure on this Sub-head of as much as £11,000 may be necessary;

	£	
viz. :—	1,000	excess capital works.
	5,000	excess delayed deferred pay, &c., of Indian troops.
	5,000	leave passage concession, Indian troops.
	£11,000	

I am, &c.,
H. McANALLY.

C. 79062/30 [No. 30].

No. 210.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 215.]

Downing Street, 5th November, 1930.

SIR,

WITH reference to Sir R. V. Nind Hopkins' letter of 11th March, No. S. 17977/08,* regarding the provision to be made under certain Sub-heads of the Colonial and Middle Eastern Services Estimate for 1930, I am directed by Lord Passfield to transmit to you for the information of the Lords Commissioners of the Treasury, the accompanying copy of a letter† from the Air Ministry, from which Their Lordships will observe that expenditure on the British Forces in 'Iraq in excess of that provided in the current year's Vote, is anticipated to the extent of £11,000, made up as follows :—

(1) Capital works for British Forces stationed in 'Iraq and payable to the Air Ministry	£1,000
(2) Excess delayed deferred pay, &c., and leave passage concessions in respect of Indian troops lately employed in 'Iraq, payable to the Government of India	£10,000

Lord Passfield proposes, subject to Their Lordships' concurrence, to include this sum of £11,000 under Sub-head D.1, Defence, of the Supplementary Estimate for Colonial and Middle Eastern Services for the current financial year which is now in course of preparation.

I am, &c.,
F. J. HOWARD.

No. 211.

C. 79062/30 [No. 31].

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 214.]

Downing Street, 12th November, 1930.

SIR,

I am directed by Lord Passfield to refer to Sir H. V. Nind Hopkins' letter of the 11th of March, No. S. 17977/08,* on the subject of the provision to be made under Sub-head E.1, Defence, Palestine and Trans-Jordan, of the Estimate for Colonial and Middle Eastern Services, 1930, and to state, for Their Lordships' information,

* No. 50. † No. 209.

that it is now anticipated that the excess expenditure on the Royal Air Force and Army troops in these countries during the current financial year will be as follows :—

	£
(1) *Royal Air Force.*—(*a*) The recurrent excess cost of the two squadrons Royal Air Force armoured cars, &c., is	42,500
(*b*) The cost of Royal Air Force Works Services in Palestine is ...	4,000
(*c*) Cost of Royal Air Force Works Services in Trans-Jordan (£19,500) has now been increased by further expenditure at Ma'an amounting to £6,000, towards which a saving of £2,000 has been effected on cost of hutted accommodation for Army troops, making a total of	23,500
Total estimated excess cost of Royal Air Force is, therefore	£70,000
(2) *Army Troops.*—(*a*) The recurrent excess cost provided for under Sub-head E.1 (*a*) was ... ... Of this, £50,000 is in respect of the excess cost for 1930-31, and £30,000 for 1929-30:	80,000
(*b*) Hutted camps for Army troops provided under Sub-head E.1 (*a*)	28,000
(*c*) Capital expenditure on permanent accommodation for the two British battalions and a Royal Army Service Corps unit, together with initial charges and excess cost of the Royal Army Service Corps unit, as set out in the letter from this Office of the 25th October*	38,000
	£146,000
Total for Defence	£216,000

Of this sum, provision to the extent of £174,000 has been made under E.1 leaving a balance of £42,000 to be provided in the Supplementary Estimate for Colonial and Middle Eastern Services for the current financial year, and I am to ask that Their Lordships may be moved to approve provision of this sum accordingly.

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 32].

No. 212.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 214.]

Downing Street, 12th November, 1930.

SIR,

I AM directed by Lord Passfield to address you on the subject of the amount of the contribution to be made from Palestine revenues towards the cost of Defence as an Appropriation-in-Aid under Sub-head L of the Vote for Colonial and Middle Eastern Services for the current financial year.

In this connexion, I am to say that this subject has been discussed semi-officially with representatives of your Department following the receipt of Sir S. Davis' Secret despatch of the 20th September† (a copy of which formed enclosure 13 of the letter from this Office of the 14th October‡), and his telegram No. 262 of the 23rd September, § a copy of which was sent to your Department on the 3rd October. ‖

In the letter, the Officer Administering the Government of Palestine agreed to certain proposals, included among which were (1) that the Government of Palestine should in principle, accept liability for repayment of cost of capital works in Palestine required for the British Military Forces, and (2) that any relief which may be afforded by the British Government should be recognized as exceptional and liable to repayment in future if the British Government so decide.

* C. 77023/30 [No. 1] : not printed.
† C. 77296/30 [No. 12] : not printed.
‡ C. 77089/30 [No. 56] in Middle East No. 41.
§ C. 77023/30/S. [No. 108] : not printed.
‖ C. 71918/3/30 [No. 108] : not printed.

Lord Passfield, having regard to the financial position of Palestine at the present time as disclosed in Sir S. Davis' despatch, is prepared to agree that the Government of Palestine shall in principle, be liable for—

(*a*) the whole of the recurrent excess cost of the Army troops stationed in Palestine, including the cost of local services (billets, transport, water, electric light, &c.), rendered thereto by the Palestine Government;

(*b*) a moiety of the recurrent excess cost of the Royal Air Force stationed in Palestine and Trans-Jordan;

(*c*) the capital cost of works services in Palestine for both Forces;

(*d*) one-quarter of the recurrent cost of the Trans-Jordan Frontier Force, together with the whole of the cost of capital works in Palestine as from 1st April, 1930.

Repayments by the Palestine Government in respect of the above will be determined by His Majesty's Government with regard to the Palestine Government's ability to pay.

So far as the current financial year is concerned, it has been agreed that Palestine shall bear :—

	£
One-half of £42,500, being the excess cost of the Royal Air Force in Palestine and Trans-Jordan	21,250
Cost of capital works in Palestine for Royal Air Force	4,000
A contribution towards excess cost of Army troops of	50,000
	£75,250

and, in addition, shall charge finally to their own Account the cost of local services rendered in 1929 (£29,769) and 1930 (£40,000 to September) and the difference between public rates and preferential rates for Royal Air Force and military units on the Palestine railways (£6,000).

The sum of £32,000 was included under Sub-head L, Appropriation-in-Aid, of the Vote for Colonial and Middle Eastern Services, 1930, as a contribution from Palestine Revenues towards the cost of Defence and the further sum of £43,000 is, accordingly, being included in the Supplementary Estimate for the current financial year under Sub-head L.

I am, Sir,
O. G. R. WILLIAMS.

C. 79432/30 [No 26A].

No. 213.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 216.]

Downing Street, 12th November, 1930.

SIR,

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkins' letter of the 27th February, No. S. 34784,* on the subject of the provision necessary under Sub-head E.2 of the Colonial and Middle Eastern Services Vote, 1930, in respect of the Trans-Jordan Frontier Force (Grant-in-Aid), and to state, for Their Lordships' information, that the total cost of the Trans-Jordan Frontier Force for the year 1930 is estimated at £270,031 (see Appendix B to Sir S. Davis's Secret despatch of the 20th of September,† a copy of which formed the 13th enclosure to the letter from the Office of the 14th of October‡) of which £70,724 is expenditure from 1st January, 1930, to 31st March, 1930, leaving approximately £200,000 to be spent during the nine months ending 31st December, 1930.

As a result of semi-official discussion between representatives of the Treasury and this Office, it has been decided that provision should be made in the Supplementary Estimate for Colonial and Middle Eastern Services for 1930 for the full financial year to 31st March, 1931, having regard to the revised basis of allocation of the cost of this Force from 1st April, 1930, as between the Palestine Government and His Majesty's Government, viz. :—Palestine Government to bear one-quarter of the recurrent cost

* No. 77. † C. 77296/30 [No. 12] : not printed. ‡ C. 77089/30 [No. 56] in Middle East No. 41

plus the cost of capital works in Palestine and His Majesty's Government to bear three-quarters of the recurrent cost plus the cost of capital works in Trans-Jordan—see Mr. Trickett's semi-official letter of 30th October,* No. S. 35812 and F. 11916, paragraphs 9 and 10.

As Their Lordships are aware, the estimated recurrent cost of the Force for the calendar year 1931 is £185,452 (Colonial Office letters dated 30th October† and 4th November,‡ one-quarter of three-quarters of which will fall to be borne by His Majesty's Government for the period 1st January, 1931, to 31st March, 1931, say £35,000.

This sum, added to His Majesty's Government's share of the recurrent expenditure for the period 1st April, 1930, to 31st December, 1930, viz, £116,322—as shown in Appendix C of Sir S. Davis's despatch above mentioned—gives a total of say £151,000 as the recurrent expenditure for the financial year 1930-31.

With regard to capital expenditure on works services in Trans-Jordan, the sum of £19,455 is shown in Appendix C as that for the nine months ending 31st December, 1930.

To this figure should be added say, £4,000 for the first quarter of 1931, making a total of £24,000 (approximately) for the full financial year.

His Majesty's Government's share of the total cost of the Trans-Jordan Frontier Force recurrent and capital for 1930-31 is estimated at £151,000 + £24,000 = £175,000, towards which £27,000 has already been provided under Sub-head E.2 of the current Colonial and Middle Eastern Services Vote, leaving a balance of £148,000 to be provided in the Supplementary Estimate.

I am to ask, therefore, that Their Lordships may be moved to approve provision of this sum accordingly as an additional grant-in-aid.

I am, &c.,
O. G. R. WILLIAMS.

C. 79062/30 [No. 33].

No. 214.

TREASURY to COLONIAL OFFICE.

(S. 28724/3.)

Treasury Chambers, 18th November, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' two letters of the 12th instant,§ on the subject of the cost of the defence of Palestine and Trans-Jordan during the current financial year; and in reply I am directed to request you to convey to the Secretary of State My Lords' approval of the particulars of cost submitted in Mr. Williams' letters and the contributions to be made by the Palestine Government.

My Lords agree, therefore, that an additional sum of £42,000 is required under Sub-head E.1, and that an additional sum of £43,000 recoverable from the Palestine Government should be Appropriated-in-Aid under Sub-head L, of the Vote for Colonial and Middle East Services, 1930; and They accordingly sanction the inclusion of those amounts in a Supplementary Estimate for presentation to Parliament.

I am, &c.,
R. V. NIND HOPKINS.

C. 79062/30 [No. 34].

No. 215.

TREASURY to COLONIAL OFFICE.

(S. 17977/08.)

Treasury Chambers, 18th November, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Howard's letter of the 5th instant,‖ concerning the provision to be made in the course of the year 1930 in respect of the cost of Defence in 'Iraq, and in reply I

* C. 77089/30 [No. 60] : not printed. † C. 79484/30 [No. 4] in Middle East No. 38.
‡ C. 79484/30 [No. 6] in Middle East No. 38. § Nos. 211 and 212. ‖ No. 210.

am directed to request you to inform Lord Passfield that Their Lordships agree that the sum of £11,000 should be included in the Supplementary Estimate for Colonial and Middle Eastern Services, Sub-head D.1, which it is proposed to submit to Parliament.

I am, &c.,
R. V. NIND HOPKINS.

C. 79432/30 [No.27].

No. 216.

TREASURY to COLONIAL OFFICE.

(S.34784/2.)

Treasury Chambers, 19th November, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Williams' letter of the 12th instant,* on the subject of the grant-in-aid of the cost of the Trans-Jordan Frontier Force, and in reply I am directed to request you to inform the Secretary of State that My Lords agree that on the revised basis of calculation a sum of approximately £175,000 should be provided as the contribution by His Majesty's Government in respect of recurrent expenditure and in respect of capital expenditure in Trans-Jordan for the financial year ending 31st March, 1931.

A further sum of £148,000 is, therefore, required under Sub-head E.2 of the Vote for Colonial and Middle East Services, 1930: and My Lords accordingly sanction the presentation to Parliament of a Supplementary Estimate for that amount.

I am, &c.,
R. V. NIND HOPKINS.

C. 79150/30 [No. 5].

No. 217.

PALESTINE.

THE SECRETARY OF STATE to THE HIGH COMMISSIONER.

(No. 20.)

Downing Street, 8th January, 1931.

SIR,

I HAVE the honour to transmit to you the accompanying copy of the Civil Estimates (Supplementary Estimate, 1930†) from page 4 of which it will be observed that Supplementary Estimates have been laid before Parliament in respect of, *inter alia*:—

(*a*) Defence—Sub-head E.1.
(*b*) Trans-Jordan Frontier Force (Grant-in-aid)—Sub-head E.2.
(*c*) The corresponding Appropriation-in-aid—Sub-head L.

2. The excess expenditure on the Royal Air Force and Army troops during the financial year 1930-31 is now anticipated to be as follows:—

1. *Royal Air Force.*

(*a*) Recurrent excess cost of 2 squadrons Royal Air Force, armoured cars, &c.	£42,500
(*b*) Cost of Royal Air Force works services in Palestine	£4,000
(*c*) Cost of Royal Air Force works services in Trans-Jordan ...	£23,500
Total estimated excess cost of Royal Air Force	£70,000

* No. 213.

† *See* page 198.

2. *Army Troops:*

(*a*) Recurrent excess cost provided for under Sub-head E.1 (*a*)	£80,000
(*b*) Hutted camps for Army troops provided under Sub-head E.1 (*a*)	£28,000
(*c*) Capital expenditure on permanent accommodation for 2 British battalions and a Royal Army Service Corps unit, together with initial charges and excess cost of the Royal Army Service Corps unit	£38,000
Total for Army troops	£146,000
Total for Defence	£216,000

Of this sum, provision to the extent of £174,000 was made under Sub-head E.1, leaving a balance of £42,000 which is now shown in the Supplementary Estimate enclosed.

3. As regards the cost of the Trans-Jordan Frontier Force for the year 1930, this was estimated by Sir S Davis at £270,031, of which £70,724 is expenditure from the 1st of January, 1930, to the 31st of March, 1930, leaving approximately £200,000 to be spent during the 9 months ending 31st December, 1930.

4. As a result of discussion with the Lords Commissioners of the Treasury, it was decided to make provision in the Supplementary Estimate for the Colonial and Middle Eastern Services for 1930 for the full financial year to the 31st March, 1931, having regard to the revised basis of allocation of the cost of this Force from the 1st of April, 1930, by which the Palestine Government is to bear one-quarter of the recurrent cost plus the whole cost of capital works in Palestine, and His Majesty's Government is to bear three-quarters of the recurrent cost plus the whole cost of capital works in Trans-Jordan.

5. The estimated recurrent cost of the Force for the calendar year 1931 is £185,452, approximately one-quarter of three-quarters of which will fall to be borne by His Majesty's Government for the period 1st January, 1931, to 31st March, 1931, say £35,000.

6. This sum added to the share of His Majesty's Government of the recurrent expenditure for the period 1st April, 1930, to 31st December, 1930, viz., £116,322, gives a total of say £151,000 as the amount of the recurrent expenditure to be borne by His Majesty's Government for the financial year 1930-31.

7. Capital expenditure on works services in Trans-Jordan was estimated by Sir S. Davis at £19,455 for the nine months ending 31st December, 1930.

8. To this figure should be added say £4,000 for the first quarter of 1931, making a total of £24,000 approximately for the full financial year, which will fall to be borne by His Majesty's Government.

9. His Majesty's Government's share of the total cost of the Trans-Jordan Frontier Force recurrent and capital for 1930-31 is, therefore, estimated at £151,000 plus £24,000 equals £175,000, towards which £27,000 was provided under Sub-head E.2 of the Vote, leaving a balance of £148,000 which is now provided in the Supplementary Estimate.

10. As regards the additional Appropriation-in-Aid of the Vote due from Palestine, it has been decided that, in the current financial year 1930-31, Palestine should bear:—

(a) One-half of £42,500, being the excess cost of the Royal Air Force in Palestine and Trans-Jordan	£21,250
(*b*) Whole cost of capital works in Palestine for Royal Air Force	£4,000
(*c*) Contribution towards excess cost of Army troops	£50,000
	£75,250

11. As the sum of £32,000 was originally included under Sub-head L, Appropriation-in-Aid, of the Vote for Colonial and Middle Eastern Services, 1930, as the contribution from Palestine revenues towards the cost of defence, a further sum of £43,000 has, accordingly, been included in the Supplementary Estimate for the current financial year under Sub-head L.

I have, &c.,
PASSFIELD.

C. 79062/30 [No. 41].

No. 218.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 221.]

Downing Street, 24th January, 1931.

SIR,

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkin's letter of the 11th of March, 1930, No. S. 17977/08,* regarding the provision to be made, *inter alia*, under Sub-head D.1 of the Estimate for Colonial and Middle Eastern Services, 1930, and to transmit to you, to be laid before the Lords Commissioners of the Treasury, the accompanying copy of a letter of the 3rd of January† from the Air Ministry, from which Their Lordships will observe that the Air Ministry now report the receipt of arrear claims, &c., from India amounting to approximately £32,000 chargeable to Sub-head D.1 during the current financial year. Their Lordships will be aware that the sum of £2,000 was included in the £240,000 provided under this Sub-head in the original Estimates to meet arrear charges for Indian troops lately employed in 'Iraq, and a further sum of £10,000 was inserted in the Supplementary Estimate for Colonial and Middle Eastern Services for this purpose, making a total provision of £12,000 in all.

2. As regards the Air Ministry's inquiry as to what extent, if any, this excess could be met from surpluses on other sub-heads of the Vote, a careful survey has been made of the position of the Vote as a whole, and it would now appear that it would be possible, if Their Lordships agree, to allocate £10,000 from anticipated savings in 1930 towards meeting the claim for £32,000. This sum of £10,000, together with the sum of £12,000 mentioned in paragraph 1 of this letter, would provide for the claim to be met to the extent of £22,000 before the 31st of March next.

It would be necessary then to provide the balance, viz., £10,000 under Sub-head D.1 of the Colonial and Middle Eastern Services Vote for 1931, and, in addition, the sum of £5,000 in respect of leave passage concessions claims for which, so far as can be foreseen, are not likely to be presented before 31st March next.

This would increase the provisional figure of £232,000 for Sub-head D.1 for 1931 referred to in the letter from this Office of the 31st of October last,‡ by £15,000, making a total of £247,000 for Defence, 'Iraq.

3. Lord Passfield cannot but consider that the presentation of large and totally unexpected claims for arrear charges for Indian troops which left 'Iraq in 1928 as most unsatisfactory, and he would propose to ask the Air Council to be good enough to represent his views to Mr. Secretary Benn.

I am, &c.,
J. E. W. FLOOD.

C. 79062/30 [No. 42].

No. 219.

AIR MINISTRY to COLONIAL OFFICE.

Air Ministry, London, W.C.2, 24th January, 1931.

SIR,

WITH further reference to your letter of the 27th November, 1930,§ I am commanded by the Air Council to request you to inform the Secretary of State for the Colonies that it is now estimated that the out-turn of those items of the Colonial and Middle Eastern Services Vote, 1930, for the administration of which this Department is responsible, will be as shown in the enclosed statements.

It will be observed that the indications are that a surplus of £12,000 will arise on those items relating to Palestine and Trans-Jordan, and that, if the claims received and expected in respect of Indian Troops are met in full, there will be a deficit of £17,000 on the items relating to 'Iraq.

If the surplus in the one case can be applied to meeting the deficit in the other, the resulting overspending will amount to £5,000 and I am to ask, with reference to Air Ministry letter of the 3rd instant,† whether it is now possible to provide funds for payment of the Indian claims up to a total sum of £32,000.

I have, &c.,
G. WRIGHT.

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* No. 50. † No. 53. ‡ C. 78444/30 [No. 3] in Middle East No. 38.
§ C. 79062/30 [No. 35]: not printed.

Enclosure in No. 219.

COLONIAL AND MIDDLE EASTERN SERVICES VOTE, 1930.

Anticipated out-turn of items for which the Air Ministry is responsible.

'Iraq.

	Provision in Colonial and Middle Eastern Services Estimate.	*Anticipated out-turn.*
Extra Cost, Royal Air Force.	£	£
Capital Works: (original)	30,000	28,000
(supplementary) ...	1,000	
Maintenance	208,000	208,000
Total ...	£239,000	£236,000
Indian Troops.		
(Original)	2,000	32,000
(Supplementary)	10,000	
Total ...	£12,000	£32,000
'Iraq Levies	£190,000	£190,000
Gross Total ...	£441,000	£458,000
Deficit ...		£17,000

Palestine and Trans-Jordan.

Extra Cost, Royal Air Force.	£	£
Capital Works: (original)	23,500	28,000
(supplementary) ...	4,000	
Maintenance	42,500	42,500
Capital Works Services for Army Troops.		
(Original)	28,000	50,500
(Supplementary)	35,000	
Total ...	£133,000	£121,000
Surplus ...		£12,000

C. 79062/30 [No. 43].

No. 220.

COLONIAL OFFFICE to TREASURY.

[*Answered by No.* 221.]

Downing Street, 29th January, 1931.

SIR,

WITH reference to the letter from this Department of the 24th of January* regarding the provision to be made *inter alia* under Sub-head D.1 of the Estimate for Colonial and Middle Eastern Services to meet arrear charges for Indian troops, I am directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury the accompanying copy of a letter† with enclosures which has been received from the Air Ministry.

2. It will be observed that the Air Ministry now estimate a saving of £3,000 on Sub-head D.1, Defence 'Iraq—Extra cost of the Royal Air Force, and of £12,000 on Sub-head E.1, Defence, Palestine, and Trans-Jordan—of which no previous notification had been received. Subject, therefore, to the concurrence of Their Lordships

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* No. 218. † No. 219.

Lord Passfield would suggest that the whole of the claims for arrear charges for Indian troops amounting to £32,000 should now be met from the total provision made in the original and the Supplementary Estimates for Colonial and Middle Eastern Services for 1930.

3. In the above-mentioned letter of 24th January, Lord Passfield proposed that these claims should be met to the extent of £22,000 before 1st March next, and that the balance of £10,000 should be provided in next year's Estimate.

4. The further savings above-mentioned amounting to £15,000 would permit of the balance of £10,000 being met during the current financial year, with a consequent reduction of £10,000 under Sub-head D.1, 1931, thus reducing the total of £247,000 under that Sub-head to £237,000, and I am to suggest that Their Lordships should exercise their powers of virement in this case and approve the adoption of this course.

I am, &c.,
O. G. R. WILLIAMS.

C. 89062/31 [No. 1].

No. 221.

TREASURY to COLONIAL OFFICE

(S. 17977/08.)

SIR, Treasury Chambers, 13th February, 1931.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Flood's letter ot the 24th January,* and Mr. Williams' letter of the 29th January, 1931,† on the subject of the provision to be made under Sub-head D.1 of the Colonial and Middle Eastern Services Estimate 1931 to meet arrear charges in respect of Indian troops formerly in 'Iraq.

2. My Lords have also had before Them Mr. Flood's letter of the 4th instant,‡ regarding the provision to be made under the same sub-head in respect of the extra cost of the maintenance of the Royal Air Force in 'Iraq.

3. My Lords direct me to request you to convey to the Secretary of State the following reply.

4. The present position with regard to the arrear charges in respect of Indian troops appears to be that whilst claims amounting to £32,000 within the current financial year have been received by the Air Ministry, provision to the extent of £12,000 only has been made in the Estimates, 1930, against this charge, but the Air Ministry estimate that savings amounting to £15,000 under Sub-heads D.1 and E.1 of the Estimate, 1930, will be available towards meeting the balance of £20,000. My Lords understand that the Secretary of State is satisfied that the remaining £5,000 can be met from savings on the Vote generally, without risk of an excess Vote.

5. My Lords now sanction the meeting of these charges from savings on the various sub-heads of the Vote in the manner described above.

6. With regard to arrear charges in respect of Indian troops in 1931-32, the position appears to be that there is an outstanding claim of £5,000 in respect of leave passage concessions, which, so far as can be foreseen, is not likely to mature during the current financial year. The Air Ministry consider in the light of past experience, moreover, that additional arrear claims amounting to a further £5,000 may be expected in 1931-32.

7. Their Lordships will accordingly be prepared to insert a sum of £10,000, in respect of arrear charges, in Sub-head D.1 of the draft Estimate 1931, for submission to Parliament.

8. With regard to the provision under this sub-head in respect of the extra cost of the maintenance of the Royal Air Force in 'Iraq, Their Lordships are glad to note that the estimate for this service has now been reduced to £219,000.

9. The total provision required under Sub-head D.1 is thus £229,000, and Their Lordships will cause the necessary alteration to be made in the draft Estimate now before Them.

10. Their Lordships desire to add, with further reference to the arrear claims in respect of Indian troops, that They share Lord Passfield's dissatisfaction at the presentation of large and unexpected claims at this distance of time after the withdrawal of the troops.

I am, &c.,
R. V. NIND HOPKINS.

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* No. 218. † No. 220. ‡ C. 88138/31 [No. 2] in Middle East No. 38.

Not to be destroyed

Printed for the use of the Colonial Office.

Middle East
No. 34.

Secret.

PAPERS

RELATING TO THE

Government of Aden

Relations with the Aden Protectorate

Relations with the Yemen

1930–1932

(Including certain 1929 Correspondence.)

[*In continuation of Middle East No. 22; continued by Middle East No. 46.*]

Not to be destroyed

Printed for the use of the Colonial Office.

Middle East
No. 34.

Secret.

PAPERS

RELATING TO THE

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Middle East
No. 34.

Secret.

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[*In continuation of Middle East No.* 22; *continued by Middle East No.* 46.]

PAPERS

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PART I.

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PAPERS

RELATING TO THE GOVERNMENT OF ADEN, RELATIONS WITH THE ADEN PROTECTORATE, AND RELATIONS WITH THE YEMEN.

PART I.

STANDING ADEN COMMITTEE.

MINUTES OF MEETINGS.

C. 89255/31 [No. 15].

No. 1.

STANDING ADEN COMMITTEE.

MINUTES OF THE SEVENTEENTH MEETING HELD ON THE 24TH OF JULY, 1931.

Present:—

MR. H. R. COWELL, C.M.G. (in the Chair)	(Colonial Office).
MR. F. J. HOWARD, O.B.E.	
CAPTAIN J. H. D. CUNNINGHAM, R.N.	(Admiralty).
MR. W. H. HANCOCK, M.B.E.	
MR. C. G. EVANS	(Air Ministry).
MR. W. G. STEVENS	
FLIGHT-LIEUTENANT A. MACGREGOR, D.F.C.	
MR. C. W. BAXTER, M.C.	(Foreign Office).
MR. A. N. NOBLE	
MR. J. G. LAITHWAITE	(India Office).
MR. A. F. MORLEY	
MR. W. R. L. TRICKETT, O.B.E.	(Treasury).

MR. W. R. SHIPWAY (Secretary).

LIEUTENANT-COLONEL B. R. REILLY, C.I.E., O.B.E., the Resident at Aden, was also present.

1. ADEN POLICE.

Date of termination of temporary force. MR. COWELL observed that recruitment for the permanent Police force, to replace the present temporary force (the cost of which was borne by His Majesty's Government), was begun about August, 1930; that 100 men of this force were now fully trained; and that the recruitment of the next 100 men was about to begin. As, however, 30 of the 100 men at present trained were required for policing Kamaran and 30 for similar duties at Perim, this left only 40 trained men for mainland duties, and it would be necessary, therefore, to keep the present temporary force until the second 100 men were fully trained. He understood from Colonel Reilly that this date could not be earlier than January, 1932, and he felt that the position must be accepted, and that it would be unsafe to contemplate disbandment of the temporary force at any earlier date

COLONEL REILLY agreed, and emphasized the fact that the adopted policy was to replace trained Indians by local Arabs recruited from the Protectorate; that this was in the nature of an experiment; and that, whilst a similar undertaking—viz., the Aden Protectorate Levies—had produced an efficient force, it was not yet known how they would react when opposed to their own countrymen.

In agreeing, therefore, to the temporary force being disbanded in 1932 he was incurring a risk.

MR. TRICKETT said that 1st December, 1931, was the original date on which, he understood, the temporary force was to be disbanded, and that he would require to be convinced of the necessity for any prolongation beyond that date.

MR. HOWARD pointed out that the amount provided in the 1931 Estimates for the purpose was sufficient to cover the estimated expenditure on the force till the end of January, 1932, including the cost of repatriation.

MR. TRICKETT said that the Treasury, so far as he was aware, had not been apprised of the Government of India's proposal not to disband the force until Janaury, 1932.

MR. COWELL pointed out the difficulty of foreseeing, having regard to the delay experienced in the formation of the force, the precise date, to a month or so, of the disbandment of the force.

MR. LAITHWAITE deprecated any hastening of the date for the disbandment of the force. He drew attention to the fact that the Government of Bombay and the Government of India supported the Resident's view that January, 1932, was the earliest possible date for the disbandment of the force, and that their concurrence would have to be obtained to any alteration thereof. He also emphasized the fact that the Government of India accepted the whole scheme subject to its proving efficient and if the scheme did not work well, and local recruitment proved a failure, with the result that recruitment from India had to be resorted to, it would involve further expenditure on His Majesty's Government.

MR. COWELL agreed with Mr. Laithwaite and considered it would be false economy to run the risk of failure by a premature withdrawal of the temporary force.

COLONEL REILLY pointed out that, while the new force promised well, the contingents to be placed on Kamaran and Perim would be put to a severe test, particularly as they would be under the command of an Arab and not a British officer. He could not possibly hold out any hope of accelerating the departure of the temporary force. Indeed, in his opinion, the force ought really to be retained till June or July, 1932.

MR. STEVENS asked what was the amount of extra expenditure involved.

MR. HOWARD said that the cost of the force appeared to be about £600 per month.

MR. STEVENS pointed out that some saving of expenditure would result from the disbandment of the 6th Platoon of the Protectorate Levies (which was now contemplated) since provision in 1931 Estimates had been made on the basis of 6 platoons for the whole year.

MR. TRICKETT asked Colonel Reilly if any *pari passu* reductions could be made in the number of the temporary force.

COLONEL REILLY said that, now that the first 100 men of the permanent force were fully trained, he was prepared to release forthwith (subject to the concurrence of the Government of India) the 15 additional men in the temporary force required for leave vacancies; but the remaining 100 men of the temporary force must be retained till January, 1932, unless trained men from the Protectorate Levies could be transferred to the permanent force. In that event, which was unlikely to occur, he could contemplate making some further reductions; but he would much prefer not to do so.

MR. LAITHWAITE pointed out that in view of the remarks of Colonel Reilly, it appeared to be a question whether the services of the permanent force should not be retained for three or four months after January, 1932, rather than that the date of departure should be accelerated.

On MR. TRICKETT expressing his surprise that a later date than January was now being suggested, COLONEL REILLY stated that he was definitely prepared to adhere to 9th January, 1932, as the date of disbandment of the temporary force.

MR. LAITHWAITE said that, in view of the Resident's remarks, he was prepared to concur, and this date was accepted by the Committee.

2. ADEN PROTECTORATE LEVIES.

Proposed reduction in strength. MR. COWELL said the question before the Meeting was the retention of the 5th and 6th Platoons, raised in 1928 on short service terms.

COLONEL REILLY said that, in view of the fact that the first 100 men of the permanent Police force were trained, and (as he understood) the Levies at Kamaran had already been relieved by the Police, he considered that one platoon could now be released. He was strongly opposed, however, to any further reduction, certainly not before the new Police force was fully recruited and trained, and probably beyond

that period. He pointed out that the Levies were required for external as well as internal security.

MR. COWELL invited the Air Ministry's views on the matter.

MR. EVANS said that the 5th Platoon must, in the opinion of the Air Ministry, be kept until further notice.

MR. LAITHWAITE said that there was a definite assurance on the part of the Colonial Office that the Government of India would be consulted before any reduction in the strength of the Levies was effected.

MR. COWELL said that, as the policing of Kamaran was now being taken over by the permanent Police force, he doubted whether the Government of India would raise any objection to the disbandment of the 6th Platoon.

MR. LAITHWAITE agreed, but maintained that it would be advisable to consult the Government of India on the point.

In reply to questions addressed to him by Mr. Cowell, MR. LAITHWAITE expressed the view that the presence of the 5th Platoon was required more or less as a permanent backing to the Police.

MR. TRICKETT did not share this view, but was under the impression that with the establishment of the permanent Police force, the number of platoons would be reduced from 6 to 4.

MR. COWELL inquired of Mr. Evans whether the Air Ministry wished to retain the 5th Platoon permanently.

MR. EVANS said that the Air Ministry's views were that the services of the 5th Platoon were, if not permanently at all events, indefinitely indispensable for duties in the Protectorate. He pointed out that the military forces in Aden had been very largely reduced since the Air Ministry had assumed responsibility for the Protectorate. The Air Ministry was not prepared to run any risk in the matter. The amount of expenditure involved was, he thought, only some £1,400 or £1,500.

MR. COWELL said that, in his opinion, the Committee must be guided by the Air Ministry's views on the matter.

COLONEL REILLY concurred. He emphasized that the Levies were required for external defence, and not merely as a backing for the Police.

MR. COWELL asked Mr. Trickett if he would agree to consideration of the question of any further reduction beyond the 6th Platoon being postponed.

MR. TRICKETT felt he had no option but to agree, but asked that the matter should be brought up when the 1932 Estimates were being prepared.

In reply to a question as to the efficiency of the temporary force, COLONEL REILLY said that it was of a high standard, many of the members having served in the Indian forces. When that force was disbanded, it meant relying upon Arabs (for Levies and Police). The material of the new Police force was promising but it had yet to be tested. The crux was the question of its officering by Arabs.

The discussion then turned upon the date of disbandment of the 6th Platoon.

MR. TRICKETT asked whether this could not be fixed for 1st August, now that Kamaran had been taken over by the permanent Police.

It was generally considered that this was too short notice, and that arrangements for disbandment must necessarily occupy two or three weeks.

MR. LAITHWAITE suggested that the 1st of September should be fixed as the latest date of disbandment, but that the authorities at Aden should be asked to expedite the matter as far as possible. Mr. Trickett agreed to this suggestion.

It was understood that Mr. Laithwaite would telegraph to the Government of India immediately, with a view to obtaining their concurrence to the disbandment of the 6th Platoon, and that the Air Ministry then would arrange for the disbandment to be effected; the Colonial Office at the same time informing the Acting Resident.

(After further consideration the India Office decided that it was unnecessary in all the circumstances formally to consult the Government of India in regard to the disbandment of the 6th Platoon, and that they were prepared to agree to the issue of immediate instructions to this effect to the Acting Resident.)

3. SLAVERY IN THE RED SEA.

Proposed establishment of a slavery intelligence service on the Arabian Coast.—MR. COWELL observed that the Colonial Office was not directly concerned with this matter, which had been raised by Sir S. Barton, His Majesty's Minister at Addis

Ababa, with the Foreign Office. Sir S. Barton had, however, discussed the matter with Colonel Reilly. Mr. Cowell went on to point out that the Resident at Aden had at his disposal an intelligence system at Hodeidah for the obtaining of political intelligence. If this system was to be extended for the obtaining of intelligence regarding the slave trade, it would involve the placing of agents at different ports, which would involve further expense. He understood, however, that Sir S. Barton's original proposal was that the intelligence service should be established on the African side of the Red Sea. He could not agree to the association of any members of the Colonial Service being involved in such an undertaking, and he understood that the Foreign Office also saw objections. If, however, the proposed service was to be confined to the Arabian side, he did not see that there would be any objection to the existing Aden system being utilized and expanded for the purpose, provided the necessary funds were provided by the Departments calling for this additional service.

COLONEL REILLY concurred generally in Mr. Cowell's remarks, and added that, in his opinion, slave-importing had been advanced further north, beyond the jurisdiction and ken of the Aden authorities and had been reduced to very small proportions.

CAPTAIN CUNNINGHAM then presented the Admiralty view, viz., that the most effective additional measure that could be taken to suppress the slave traffic across the Red Sea would be the establishment of an efficient intelligence service on the African side, and that an intelligence service on the Arabian coast only would add little to the effectiveness of the present naval patrol in the Red Sea. Even if information was obtained on the Arabian side regarding the traffic in slaves, it would be generally too late to be of effective use to their patrols.

MR. HANCOCK also called attention to certain observations made by the French delegate at the Assembly of the League of Nations in September, 1930, to the effect that, while a French Guardship had been stationed temporarily off the Somali coast the slave traders became infinitely more cautious and, indeed, entirely ceased to operate. He thought this was evidence which could be quoted to the French Government that slavery traffic existed in their territory on the African side, and the Admiralty view was that, without the co-operation of the French in Somaliland (and probably the Italians in Eritrea) the establishment of a successful intelligence service in the Red Sea was not possible.

MR NOBLE presented the view of the Foreign Office on the matter, viz., that the establishment of a regular slavery intelligence service in French Somaliland without the prior consent of the French Government would be most undesirable; that it would be difficult to satisfy the French Government that any such activities upon the part of His Majesty's Government had no political design, but had for their object merely the providing of information regarding slavery; that, on the other hand, if the establishment of an intelligence service on the Arabian side should render the slave trade more difficult, and therefore reduce its volume, any reasonable expenditure involved in establishing such a system would be fully justified. Mr. Noble stressed the great interest taken in Parliament and elsewhere in measures for the suppression of the slave traffic.

As regards an estimate of the cost of the proposed service on the Arabian side, COLONEL REILLY said that no detailed information was available but, as a trial measure, it had been thought that an expenditure of £500 per year would be sufficient.

Further discussion on the subject then ensued between the Admiralty Representatives (Captain Cunningham and Mr. Hancock) and Mr. Noble. MR. NOBLE said that the Foreign Office had had a lot of evidence brought before them that there was a considerable amount of slave traffic passing through French Somaliland. The ADMIRALTY REPRESENTATIVES took the view that the amount of such traffic was much exaggerated; and inquired how was it that, while their patrols examined hundreds of dhows every year, scarcely any slaves were found? MR. NOBLE replied that possibly the slave traders waited until the patrols had gone, and then shipped the slaves across to the Arabian side.

The ADMIRALTY REPRESENTATIVES pointed out to Mr. Noble that, on his own admission, the Foreign Office possessed evidence to show that slave traffic existed in French Somaliland; they also quoted again the remarks of the French delegate at Geneva in September, 1930, and they urged that the real alternative, to leaving things as they stand at present, was to press the French Government in the matter and secure their co-operation in suppressing the traffic.

The ADMIRALTY REPRESENTATIVES maintained a rigid opposition to the proposal to establish an intelligence service on the Arabian side, as being entirely valueless;

and MR. NOBLE expressed the view that, though the Foreign Office would like to see such a service established, if only as an experiment, they would be unlikely to press their view if the Admiralty were adamant; moreover, in the face of Admiralty opposition, the Foreign Office would experience some difficulty in obtaining Treasury concurrence to the proposed expenditure.

MR. TRICKETT said that the Treasury supported the Admiralty in opposing this proposal.

MR. COWELL said it was obvious that no solution of the problem could be arrived at by the Standing Committee, and the meeting thereupon terminated.

C. 97873/32 [No. 22A].

No. 2.

STANDING ADEN COMMITTEE.

MINUTES OF THE EIGHTEENTH MEETING HELD ON THE 18TH OF AUGUST, 1932, AT THE COLONIAL OFFICE.

Present:

MR. H. R. COWELL, C.M.G. (in the Chair), MR. F. J. HOWARD, O.B.E., } Colonial Office.
COMMANDER O. BEVIR, Admiralty.
GROUP CAPTAIN R. E. C. PEIRSE, D.S.O., A.F.C., Air Ministry.
MR. A. K. HELM, C.B.E., Foreign Office.
MR. J. G. LAITHWAITE, MR. G. E. CROMBIE, } India Office.
MR. W. R. FREETHY, Treasury.
COL. K. D. B. MURRAY, D.S.O., War Office.

MR. W. W. R. CROSSE-CROSSE (Secretary).

MR. COWELL stated that the meeting had been called to consider the Resident's proposals for strengthening the armed Police Force at Aden. He explained that the Resident at Aden had questioned the adequacy of the existing strength, especially in the light of recent disturbances at Aden. The Resident recommended that the strength should be increased by an additional 50 men. The Government of India, to whom the Resident's recommendation in this respect was addressed, were not, however, disposed to approve of this recommendation for the reasons set out in their confidential letter of the 28th of July.* It seemed clear that the existing force, though at the time short of establishment, was fully able to deal with the disturbances at the outset, and was only compelled to call for assistance because of the fatigue of the men and the impossibility of providing relief from their own numbers. Mr. Cowell said he thought that the Colonial Office would probably support the Government of India, but he first inquired what were the views of the Air Ministry.

GROUP CAPTAIN PEIRSE stated that the Air Ministry were in agreement with the views of the Government of India. He pointed out that two platoons of the Protectorate Levies were earmarked to stiffen the Police Force on such occasions, should the necessity arise. He further pointed out that during the recent disturbances the situation was never out of hand, and that the military forces which were summoned to assist the Police were not obliged to take action. Lastly, that the Police were decidedly below strength at the time of the disturbances. He said that the Air Ministry approved the proposal that the personnel of the Heavy Artillery Battery at Aden should receive musketry training. He also drew attention to the 312 unarmed Police which were available in Aden, and suggested that they might also be armed.

MR. LAITHWAITE said that the Secretary of State for India was in entire agreement with the views of the Government of India and thought that for the reasons given by them there was no justification for any increase, at this stage, at any rate, in the strength of the Aden Armed Police. If, as the India Office trusted would be the case, the War Office were prepared to arrange musketry training for the men of the Heavy Artillery Battery and the Air Ministry were prepared to provide another armoured car at Aden, an additional reserve would be available for the Resident in the event of any really serious emergency developing. The India Office, apart from

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* Enclosure in No. 106A.

this, were inclined to think that the Resident's despatch suggested that Colonel Reilly felt that his action in calling on the Protectorate Levies even on the third day of the riots called for some excuse. The Secretary of State for India saw nothing improper in Colonel Reilly's action and thought that the reply ultimately to be sent to the Government of India might make it clear that the use of the Levies in a situation such as that now under consideration would not in any way be misunderstood by His Majesty's Government.

COLONEL MURRAY drew attention to the Aden Defence Scheme, in which it was clearly stated that one of the roles of the Protectorate Levies was to assist the Police in the maintenance of internal order.

MR. COWELL suggested that it should be pointed out to the Resident that his action in calling on the military to assist the Civil Authorities was perfectly correct, and that he required no excuse for doing so. The Police should be capable of dealing at the outset with any disorder which may reasonably be anticipated, but if disturbances continued for some time it was clearly necessary to call on the Levies to relieve the Police.

GROUP CAPTAIN PEIRSE again referred to the possibility of arming the unarmed Police.

MR. LAITHWAITE considered that this would present considerable difficulty, not only on the ground of expense, since it entailed the appointment of instructors as well as provision of arms, &c., but also for the reason that the unarmed Police were definitely of a lower type than the personnel of the armed Police, which, he explained, had always been considered the *corps d'élite* of the Aden Police Force. It was also open to question whether the present unarmed Police were of sufficiently high standard to be efficiently trained, even if the difficulty of the consequent expense could be met.

MR. COWELL agreed with Mr. Laithwaite, and said that it was generally accepted that the armed Police were a body specially trained to perform semi-military duties, which could not safely be entrusted to inadequately trained men.

MR. LAITHWAITE considered that the proposals that the personnel of the Heavy Artillery Battery should be trained in musketry and that an additional armoured car should be provided, should be sufficient to meet any serious emergency.

GROUP CAPTAIN PEIRSE explained that the Air Ministry did not favour the use of armoured cars in street fighting, as they are extremely vulnerable if those opposing them understand the method of putting them out of action. The Air Ministry would, however, be prepared to make arrangements to provide an additional armoured car to act as a reserve to the existing Section, and to be used in the event of the cars in the Section being disabled. He doubted, however, whether such a car would be immediately available for transfer to Aden.

MR. COWELL asked for information regarding the use of armoured cars in such circumstances.

GROUP CAPTAIN PEIRSE explained that one of the advantages was the moral effect produced by the appearance of the cars.

MR. COWELL expressed some doubt as to the usefulness of armoured cars in such disturbances, and mentioned the possibility of substituting armoured lorries for them. (He explained that such lorries have been used in Ceylon to move Police to threatened areas.)

GROUP CAPTAIN PEIRSE explained that the function of armoured cars was quite different from that of armoured lorries, and that the latter were used for the safe transport of personnel, whereas the former were definitely used for offensive purposes, and could, if necessary, open fire in all directions with their automatic guns. He considered that, if protected transport for Police was required, it would be possible to commandeer such transport (as has been done in Palestine in the past).

MR. COWELL asked for the observations of the War Office and the Admiralty.

COLONEL MURRAY said that the War Office would be prepared to issue instructions that the personnel of the Heavy Artillery Battery should be trained in musketry. He stated that no extra expense was likely to arise as the result of such training.

COMMANDER BEVIR said that this was a question which did not appear to concern the Admiralty very closely, as there would be little chance of getting a ship to Aden at short notice to assist the authorities in the case of such disturbances unless one happened to be in the vicinity. He added that no ship was in fact available to be sent to Aden at short notice when the recent disturbance occurred.

MR. COWELL said that it was unusual to fall back on the Admiralty with a request to send a ship to support the land authorities except as a last resort, and he thought that the question of naval assistance need not be seriously considered in normal circumstances.

CONCLUSION. The meeting was unanimously of opinion that the views of the Government of India in opposing the increase in the existing strength of the armed Police Force at Aden should be accepted, and it was agreed that a despatch to the Government of India should be drafted by the India Office (who would circularize the draft for the concurrence of the other Departments who were closely concerned) informing them that His Majesty's Government were in agreement with their views, and laying special stress upon three points: (*a*) that the personnel of the Heavy Artillery Battery would be trained in musketry; (*b*) that a further (third) armoured car would be provided as a reserve to the existing Section at Aden; (*c*) that the authorities at Aden are fully justified in calling upon the military for assistance if required in the event of a disturbance of an extent and duration with which the Police could not reasonably be expected to cope, and that in the event of a situation recurring of the nature now under consideration a request from the Resident for assistance from the Military Authorities would not be in any way misunderstood by His Majesty's Government.

PART II.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

MINUTES OF MEETINGS.

No. 3.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

MINUTES OF THE FOURTH MEETING OF THE SUB-COMMITTEE HELD AT 2 WHITEHALL GARDENS, S.W.1, ON THURSDAY, 9TH JULY, 1931, AT 3.30 P.M.

Present:

SIR J. E. SHUCKBURGH, K.C.M.G., C.B., Assistant Under-Secretary of State, Colonial Office (in the Chair).
CAPTAIN J. H. D. CUNNINGHAM, M.V.O., R.N., Director of Plans Division, Admiralty.
COLONEL K. D. B. MURRAY, D.S.O., General Staff, War Office.
GROUP-CAPTAIN R. E. C. PEIRSE, D.S.O., A.F.C., Deputy Director of Operations and Intelligence, Air Ministry.
MR. A. P. WATERFIELD, C.B., Assistant Secretary, Treasury.
MR. G. W. RENDEL, Counsellor, Foreign Office.
MR. J. G. LAITHWAITE, Principal, India Office.

The following were also present:—

MR. C. F. A. WARNER, First Secretary, Foreign Office.
MR. F. J. HOWARD, O.B.E., Principal, Colonial Office.
FLIGHT-LIEUTENANT A. MACGREGOR, D.F.C., Directorate of Operations and Intelligence, Air Ministry.
LIEUTENANT-COLONEL B. R. REILLY, C.I.E., O.B.E., The Resident at Aden.
MAJOR N. G. HIND, M.C., Secretary to the Sub-Committee.

THE SUB-COMMITTEE had before them Paper No. M.E. (O) 3, an extract from a demi-official letter from Colonel Reilly, C.I.E., O.B.E., Resident at Aden, to Sir John Shuckburgh.

SIR JOHN SHUCKBURGH explained that the object of the meeting was two-fold, namely (1) to deal with a specific proposal as to which there was some difference of opinion between the interested Departments, and (2) to take advantage of Colonel Reilly's presence in London to initiate a general discussion on the situation *vis-à-vis* the Imam Yehia of Yemen.

As this was the first time the Committee had discussed the question of Aden, he wished to offer a few general observations.

At the end of the Great War the Aden hinterland was the only place within the British Empire where enemy troops were still in occupation. The Turks were never ejected by force; they were negotiated out after the Armistice. Later, their place was taken by the Imam of the Yemen, whose forces occupied, without any show of right, a considerable area of the land within our Protectorate boundary. Various attempts were made to induce the Imam to withdraw, and to negotiate a treaty with him that would regulate our future relations. All these attempts failed; and the despatch of special mission, under the late Sir Gilbert Clayton, to the Imam's capital proved equally unsuccessful. The result was that in 1926 British prestige in those regions was low. Not only had we failed to drive out the Turks during the War, but we had failed in our negotiations with the Imam. He remained, in the teeth of our protests, in occupation of our protected territory. Eventually in 1928 the Imam's forces were expelled by air action from within our boundaries, with the exception of one small strip. To that extent the position was retrieved, and a *status quo* was established which need no longer be regarded as one of humiliation. Since 1928 the situation had remained unchanged. Though irregular, it was not an altogether unsatisfactory one; and there was much to be said for the view that we could afford to wait on events and leave the Imam to make the next move.

This was in fact the policy which we had hitherto pursued. It had been criticised in Parliament and elsewhere, on the ground that, by our negative attitude, we were missing a great opportunity of political and commercial advantage. This criticism was prompted in the main by certain individuals (not officials) who were anxious to obtain concessions in the Yemen, and who found their way blocked by the Imam's refusal to deal with British traders until he had concluded a political settlement with Great Britain.

THE CHAIRMAN said that he was anxious to hear Colonel Reilly's views as to the actual value of the advantages, whether commercial or political, that we stood to gain by coming to terms with the Imam and as to the extent and nature of the sacrifices that might reasonably be made in order to secure such a settlement.

The outstanding difficulty was that the Imam claimed the whole of the Aden Protectorate as part of his ancestral domain, and refused to negotiate with us on any basis that did not recognize this claim. He did not accept the boundaries of the Protectorate as laid down between Great Britain and Turkey before the War, and argued that he could not be bound by a settlement to which he was not a party. If this difficulty could be overcome, an early settlement could probably be reached; but acceptance of the Imam's conditions would involve abandonment of tribes whom we were under a treaty obligation to protect—a proceeding which would not be consonant with the honour of the British Government.

Sir J. Shuckburgh invited Colonel Reilly to state his views to the Committee.

COLONEL REILLY considered that the views put forward by non-officials, such as Colonel Jacob and Lieutenant-Commander Craufurd, were exaggerated. The Imam made full use of these persons, and the prospect of commercial advantages, as a lever to obtain the recognition of his authority over the Protectorate. The governing factor in that region is the religious one. In the central Yemen the inhabitants are Zeidis, who are akin to the Shiahs, and consequently followers of the Imam, who is their spiritual leader as well as their temporal ruler. In the Aden Protectorate the Arabs are Sunnis (locally known as Shafeis) and they have no desire to break away from our protection. Treaties with these local tribes had been made by us within the last hundred years. On the departure of the Turks in 1919, the Imam asserted his claim to certain districts of the hinterland, which he regarded as part of his ancestral inheritance. As the local tribes had thrown off the authority of the then Imams about two hundred years ago and had retained their independence since then, this claim was somewhat meagre and was repudiated by the tribes concerned. Non-officials, like Craufurd, urged that the Imam's claim should be recognised in return for trading concessions. He doubted very much whether the concessions hoped for would be forthcoming even if a Treaty were concluded. The Italians had gained very little from their Treaty and had not secured any political pull in the Yemen. The truth was that the Imam wished to avoid any European influence or interference.

It was true that the stabilization of relations with the Imam might generally make things easier and might result in the improvement of the land trade via Aden. Politically it was desirable to induce the Imam to abandon the strip of Audhali territory within our borders which he still occupied.

In conclusion, he stated that while the improvement of relations was desirable, we are not now on bad terms with the Imam, though no formal agreement exists.

In answer to questions, he stated that the coffee trade from Mocha, which formerly came to Aden, had now been largely diverted to Hodeidah, whence it was shipped to Europe via Massowah, as produce of an Italian Colony. The mineral possibilities of the country had never been exploited. The highlands around Sana'a were very fertile, this region being the old " Arabia Felix " of the Romans.

As regards the position of the Imam; his was a long dynasty, his authority being based mainly on religious grounds. It was not therefore ephemeral like that of the Idrisi, and may be regarded as secure. Trouble might occur when the present Imam dies, as he has many sons; his eldest, Ahmed, being the probable successor. In the event of serious trouble, the outlying tribes of the Tehama on the Red Sea coast would probably try and throw off his yoke.

There is a standing cause for a quarrel between the Imam and Ibn Saud over the territory which formerly belonged to the Idrisi. No actual conflict has, however, arisen.

GROUP-CAPTAIN PEIRSE stated that it was the view of the Air Ministry that the internal security of the Protectorate was dependent on our ability to protect our tribes from the Imam. It was now possible to do this in a greater measure than hitherto, and he regarded the present situation as more satisfactory than it had ever been. He did not think that anything could be gained by making overtures to the Imam which might invite a rebuff.

COLONEL REILLY suggested that as no British official had visited the Imam since 1926, a visit by some competent officer might prove beneficial. At present non-officials like Craufurd and Jacob had no authority to speak and merely gave the Imam false impressions, with the result that he was encouraged to hope for more than we could possibly give.

SIR JOHN SHUCKBURGH asked whether besides encouraging false hopes, these non-official representations did not create on the Imam's mind an impression of double-dealing on the part of the British Government, *i.e.*, of approaching him on different lines through official and non-official channels.

COLONEL REILLY agreed that this was true. He suggested that a visit by a competent official might remove false impressions and create a basis of understanding. He suggested that Mr. Champion, Political Secretary in Aden, should go up. He then gave the following terms, and suggested instructions on which this visit might be based :—

1. Mr. Champion should go only in response to an unconditional invitation from the Imam, *e.g.*, there must be no stipulation on the latter's part that the object of the visit should be a discussion of the " Craufurd draft " or the immediate conclusion of a treaty.

2. The main object of Mr. Champion's visit should be :—

   (*a*) to make the personal acquaintance of the Imam and his sons and principal advisers, and, as far as possible, gain their confidence;
   (*b*) to make clear, by personal interviews, the attitude of His Majesty's Government towards the Imam. (For this purpose Mr. Champion should know (not necessarily for communication to the Imam) how far His Majesty's Government are prepared to go to meet the Imam);
   (*c*) to ascertain as far as possible the real views of the Imam and other people of importance with regard to :—
      (i) political relations with His Majesty's Government;
      (ii) commercial intercourse with Aden;
      (iii) British commercial enterprise in the Yemen;
   (*d*) to discover whether there is any prospect of a basis being found for an Anglo-Yemen political or commercial treaty under the present Imam;
   (*e*) to endeavour to promote mutual confidence and friendly relations whether a formal treaty is possible or not.

3. Mr. Champion should also see whether it is possible to secure :—

   (*a*) the release of the remaining hostages (Audhalis);
   (*b*) the evacuation by the Imam of the upper Audhali country;
   (*c*) the evacuation of the Yafeii borders districts (Rubenten and Naiva).

(*a*) May be possible without much difficulty;
(*b*) will be difficult, and may be impossible unless His Majesty's Government are prepared to intimate that they intend to fulfil their obligations to the Audhalis if necessary by force;
(*c*) will also be difficult and is of less importance.

4. Mr. Champion should also note, as far as possible, the attitude of the Imam towards other foreign powers and towards Ibn Saud.

He did not consider that even if the visit proved abortive, it should be regarded as a failure, as we would then have some definite indication of the Imam's attitude, and it could also be shown that we had been ready to cultivate friendly relations. He was of the opinion that conditions had been favourable for an invitation from the Imam during the spring of the present year, and they might continue to be so.

MR. RENDEL expressed the view that however delicately the hint was conveyed that an invitation would be acceptable, His Majesty's Government would appear in the position of a suitor. He regarded it as an essential condition that the Imam, rather than His Majesty's Government, should desire and propose a meeting. So long as the Imam thought we were in the position of an "asking" power, no satisfactory result would be likely to come of the meeting. The attitude and character of the Imam could be judged from the report of Sir Gilbert Clayton's Mission, and from the course of his relations with the Italians, who, in spite of all their efforts, could never rely on his goodwill. Should, however, the Imam require some counterpoise to Italian or Russian influence, or should he become seriously alarmed as to Ibn Saud's intentions, he might make approaches to us. Meanwhile, he thought that it would be better to wait until the Imam was convinced that it would be to his interest to make advances. At present it was clear that we should be the chief gainers by a *rapprochement*, so that any advances we might make would be suspect and would be unlikely to improve our position.

GROUP-CAPTAIN PEIRSE considered that the Imam's recent friendly attitude was largely attributable to his increased respect for His Majesty's Government, who had shown clearly that they were prepared to enforce their authority in the Aden Protectorate both for the protection of Aden tribes from the Imam and for internal security. He further considered that the only hope of inducing the Imam to invite Treaty proposals was an active frontier policy and that we were, if necessary, prepared to use force to regain our original territory.

SIR JOHN SHUCKBURGH stated that criticism had been made that proper respect and treatment had not been accorded to the Imam. It had been suggested, for example, that it was beneath the Imam's dignity to deal with the Aden authorities, and that he ought to be invited to Cairo or to London in order to negotiate direct with representatives of the British Foreign Office.

COLONEL REILLY considered that perhaps too much respect had been paid to him, particularly by non-officials. The Imam had thus got an exaggerated view of his own importance and considered that his claims would be recognized should he persist in them.

MR. RENDEL stated that everyone who had dealt with the Imam had found him quite exceptionally intractable and unreliable. The Italians, who had made a Treaty with him, were perpetually at odds with him and had made little headway.

COLONEL REILLY stated that the invitation might come spontaneously from the Imam, but it may be necessary to convey some hint that it would be acceptable. He agreed that since he had been turned out of Dhala by force, his attitude had become more friendly.

MR. LAITHWAITE said that the India Office were in general agreement with the Foreign Office point of view. It seemed desirable, in the circumstances, that we should avoid making overtures, or what might be construed as overtures. If, however, the Imam were spontaneously to volunteer an invitation, the situation would be different, and there would seem no objection to its acceptance.

COLONEL REILLY said that some form of co-operation was already in force between the local officials on both sides of our boundary. The situation was on the whole satisfactory, except in the Audhali country. At present, without a treaty, our hands were free. The Imam had displayed his friendliness to some extent by releasing hostages but he still retained in custody some twenty of our tribesmen.

In reply to a question by Sir John Shuckburgh, he said he did not consider any useful purpose would be served by inviting an envoy from the Imam to come to Aden.

He stated that the present situation was more propitious for a treaty than in 1926 when Sir Gilbert Clayton visited the Imam. He deprecated the use of any threat that we were not prepared to carry out At present, reports from the many diverse official

sources do not give a clear idea as to the Imam's attitude. He is known to be suspicious of all foreigners. The main object of Mr. Champion's proposed visit would be to dispel this distrust by personal conversation, and ascertain the Imam's real attitude.

CONCLUSION.

(*a*) The Committee consider that the policy adopted during the last few years of declining to negotiate with the Imam on any basis that would involve recognition of his claims in respect of the Aden Protectorate, has been fully justified both in principle and by its results.

(*b*) The Committee fully recognize the advantages that might accrue from the visit of a responsible British official to Sana'a for the purpose of entering into personal relations with the Imam and dispelling the atmosphere of suspicion that has hitherto prevailed. In present circumstances, however, in the absence of any spontaneous invitation on the Imam's part, the Committee are of opinion that great caution should be observed and that no action should be taken which could in any way be represented as a definite overture on the part of His Majesty's Government.

They recommend that no immediate steps should be taken in the matter failing a spontaneous invitation from the Imam, but that Colonel Reilly should be invited to review the whole question on his return to Aden.

(*c*) The Committee recommend that such measures as may be considered practicable should continue to be taken to procure the release of the remaining hostages.

(*d*) They recommend that, if any suitable opportunity should occur, steps might be taken, as was done when air reconnaissances were recently carried out and a landing ground made at Beban, to give the Imam ocular demonstration of our intention to resist aggression against our protected territory.

No. 4.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

MINUTES OF THE EIGHTH MEETING HELD AT 2 WHITEHALL GARDENS, S.W.1, ON MONDAY, 14TH SEPTEMBER, 1931, AT 11 A.M.

YEMEN ENCROACHMENTS INTO ADEN.

Present:

MR. G. W. RENDEL, Counsellor, Foreign Office (in the Chair).
CAPTAIN J. H. D. CUNNINGHAM, M.V.O., R.N., Director of Plans Division, Admiralty.
COLONEL K. D. B. MURRAY, D.S.O., General Staff, War Office.

The following were also present:

LIEUTENANT-COLONEL B. R. REILLY, C.I.E., O.B.E., The Resident at Aden.
AIR VICE-MARSHAL C. S. BURNETT, C.B., C.B.E., D.S.O., Deputy Chief of the Air Staff, Air Ministry.
MR. F. J. HOWARD, O.B.E., Principal, Colonial Office.
FLIGHT-LIEUTENANT F. R. C. HOBSON, D.F.C., Directorate of Operations and Intelligence, Air Ministry.
MR. C. F. A. WARNER, First Secretary of Foreign Office.
MR. G. H. G. ANDERSON, D.S.O., M.C., Principal, India Office.
MR. F. SKEVINGTON, M.B.E., Principal, Treasury.
MAJOR N. G. HIND, M.C., Secretary to the Sub-Committee.

(*Reference*: *International Map of the World* $\frac{1}{1,000,000}$ *Sheet N.D.* 38.)

THE SUB-COMMITTEE had under consideration the following Papers:—
M.E. (*O*) 16.—A Note by the Colonial Office summarizing the situation on the Yemen frontier.

M.E. (*O*) 17.—A despatch from the Acting Resident, Aden, dated 5th August, 1931,* asking that representations to the Imam be sanctioned in order to induce him to withdraw from Al 'Ain, to be followed, in the event of non-compliance, by air action.

M.E. (*O*) 18.—A letter† from Lieutenant-Colonel B. R. Reilly, British Resident, Aden (now on leave), concurring in the above proposal.

M.E. (*O*) 19.—Telegram from Acting Resident, Aden, dated 9th September, 1931,‡ urging immediate action.

MR RENDEL who, at Sir John Shuckburgh's request, took the Chair in the absence of Mr. Parkinson and Mr. Cowell of the Colonial Office, opened by asking Mr. Howard to give the Colonial Office point of view.

MR HOWARD said that the Colonial Office generally agreed with the Acting Resident's proposal to request the Imam to withdraw his troops that have recently occupied Al 'Ain in the region of Wadi Beihan. Should he fail to do so they agreed that an ultimatum to be implemented, if necessary, by air action be despatched. He understood that the Air Ministry considered that such an operation was authorized by a Cabinet decision of 1926 and might thus be regarded as a normal peace operation. The Colonial Office had, however, considered it best to refer the matter to this Committee before sanctioning any action.

AIR VICE-MARSHAL BURNETT stated that the Air Ministry considered immediate action necessary. They recognized, however, the necessity for adequate warning being given.

COLONEL REILLY, in reply to a question by Mr. Rendel as to whether there was any doubt whether Al 'Ain was within our boundary, stated that as the boundary of this area was undefined he himself had had some doubts on this question. From air reconnaissances he had satisfied himself that this was not only politically but geographically within our boundaries. He therefore concurred in the proposals of the Acting Resident.

AIR VICE-MARSHAL BURNETT inquired whether the warning and ultimatum that it was proposed to send could not also be made applicable to the Beidha area and Upper Audali country which the Zeidis have been occupying since 1925, and which in spite of frequent warnings they have made no attempt to evacuate.

MR. RENDEL asked Colonel Reilly to describe the position in regard to the Beidha and Upper Audali area.

COLONEL REILLY stated that in 1925 the Zeidis evacuated the Lower Audali, but have ever since remained in the Upper Audali country. From our point of view the situation was most unsatisfactory as it gave rise to endless tribal quarrels besides forming a salient well within the line drawn up by the original Anglo-Turkish Boundary Commission. It had been considered essential that we should regain control of this area, but negotiations to this end were at present held up.

MR. RENDEL said that, while it was clear that there was a strong case for attempting to recover the Upper Audali area, the two cases, *i.e.*, that of the recent Zeidi incursion at Al 'Ain, and that of the earlier Zeidi penetration of the Upper Audali area, did not seem to be quite on all fours. In the former case we were dealing with quite a recent invasion of our territory which demanded immediate action of a more or less police character. In the latter case, it was a question of utilizing a recent incident elsewhere to redress a situation which had been allowed to go on for several years. Moreover, while it seemed clear that the ejection of the Zeidi invaders at Al 'Ain would not be a matter of much difficulty, the recovery of the Upper Audali area might involve operations on a much larger scale. He asked for Colonel Reilly's views on this point.

In reply, COLONEL REILLY read the following extract from a letter by Mr. Champion, Political Secretary to the Aden hinterland which, he stated, reflected his personal opinion :—

> " It is for consideration whether, if the Note to the Imam has no effect, the ultimatum might be made the opportunity for simultaneous action for the withdrawal of the Zeidis from the Audali Dhaher. Here may be our *casus belli*. But while our successful action at Al 'Ain, only, would serve further to inflame the Audali Sultan, I am still doubtful whether two parts of the Audali tribe, above and below the Qaur, are sufficiently united under the influence and authority of the Sultan to be able to turn the Zeidis out of the Dhaher, and keep them out. Furthermore, tribal operations in the Dhaher would be far more difficult in view of the long occupation by Zeidis, who may well have taken root there, and of the possible contention of the Upper Audalis that just rule and peace under Beidha is better than disturbed freedom under their own Sultan. I am a little apprehensive of the influence of Qasim bin Abdullah among them. I am, however, making secret inquiry so that we may be better able to judge when (and if) the Al 'Ain affairs come to the ultimatum stage."

* No. 293. † No. 295. ‡ No 296.

He therefore considered that the two questions should be treated separately.

MR. RENDEL said that the communication which Colonel Reilly had just read furnished a strong further argument for dealing with the two cases separately. The question of the eventual ejection of the invaders from Al 'Ain had been submitted to Lord Reading, who was prepared to concur in the adoption of the course of action suggested by the Acting Resident. If the scope of the proposed ultimatum were to be extended to cover the Upper Audali area, however, Mr. Rendel thought it would probably be necessary to obtain Cabinet authority. In view of the urgency of the matter, he therefore considered it preferable that the question of Al 'Ain should be decided forthwith, leaving that of the Upper Audali to be considered separately.

COLONEL REILLY wished to point out that at Al 'Ain it was the Imam's troops and not local tribesmen who had actually made the aggression. He considered therefore that warning of proposed action should be given to the local Zeidi Commander.

MR. RENDEL said that this appeared to strengthen the case for sending the proposed ultimatum to the Imam, and not merely dropping notices locally as had at first been proposed by the Air Ministry. Meanwhile, the question had an international aspect which could not be overlooked. The Imam had recently advanced his posts against Ibn Saud in Asir, and His Majesty's Government had not only strongly urged counsels of moderation on Ibn Saud and his Government, but had also, in accordance with the Rome understanding of 1927, asked the Italian Government to co-operate with them in trying to keep the peace, and to exert such influence as they might possess to restrain the Imam from embarking on hostilities. If at this moment we were suddenly to take hostile measures against the Imam on the frontier of the Protectorate, without first explaining the position frankly to the Italians, and giving the Imam himself an opportunity to evacuate peacefully, our conduct might well be misunderstood and misrepresented The Italians would feel they had good reason to doubt the sincerity of our desire to bring about a peaceful solution of the difficulties between the Imam and Ibn Saud, while Iban Saud himself might be encouraged by our action in the south to embark on hostilities in the north. The Foreign Office therefore felt that it was essential (*a*) that the position should be frankly explained to the Italians, and (*b*) that the Imam should be given an opportunity to evacuate peacefully before operations were actually begun against him.

AIR VICE-MARSHAL BURNETT was of the opinion that this situation made urgent action all the more imperative, and quoted the wire of the Acting Resident, Aden, in support of this contention.

MR. RENDEL agreed that, in view of the Imam's pre-occupations in the north, any action we might eventually have to take against him would certainly be more likely to prove effective. He was not urging that such action should not be taken, but merely that due precautions should be taken to prevent it from causing an unnecessary deterioration of the situation between Ibn Saud and the Imam, or leading to misunderstanding with the Italians.

COLONEL REILLY, in reply to a question by Mr. Rendel as to how long it would take to deliver any communication to the Imam, considered that a week was the normal period. In Aden the authorities usually allowed four weeks from the date of despatch before receiving an answer. He suggested that time might be saved should the warning and ultimatum be combined in one letter to the Imam.

AIR VICE-MARSHAL BURNETT welcomed Colonel Reilly's suggestion. It should be possible to save a month's delay and thus expedite action. He recognized that not only would it take a week for the letter to reach Sana'a, but some time must also be allowed for to enable the Imam to issue the necessary orders to his troops for evacuation.

COLONEL REILLY considered that a fortnight from the date of despatch from Aden was a reasonable warning period. This would allow a week for the delivery of the letter and a week for the Imam to issue the necessary instructions and to complete evacuation. In his view the Italians had very little influence on the Imam.

MR. RENDEL agreed that the Italians had little real influence with the Imam. It was important, however, that we should observe the terms of the Rome understanding of 1927 to keep them informed of our intentions and, so far as possible, to act in concert with them in our dealing with the Imam. Provided it was made clear to the Italians that our proposed operations at Al 'Ain were quite independent of the conflict between the Imam and Ibn Saud in the north, the Secretary of State for Foreign Affairs was quite prepared to agree to the course of action proposed by the Acting Resident.

MR. RENDEL, speaking personally, saw no objection to combining the two steps proposed by the Acting Resident in the manner now suggested by Colonel Reilly, *i.e.*, that a single ultimatum, to expire in, say, a fortnight from the date of its despatch from Aden,

should be sent to the Imam forthwith. This course of action, however, differed slightly from that which his Secretary of State had concurred in, and it would therefore be necessary for him to submit the revised proposal to Lord Reading for approval. He was, however, prepared to do this immediately.

AIR VICE-MARSHAL BURNETT feared the possibility of the Audali question being lost sight of. While agreeing that the Al 'Ain and the Audali questions should be taken separately, he regarded the one merely as a stepping stone to the other.

He pointed out that the Imam had penetrated some fifty miles on our side of the line drawn up by the Anglo-Turkish Boundary Commission and had consequently formed a salient which included Beidha and the Upper Audali country. He considered that it would be quite easy to combine draft A, the warning, and draft B, the ultimatum, which were attached to the Acting Resident's letter (M.E. (O) 17) into one letter.

COLONEL REILLY concurred.

MR. RENDEL agreed that the question of the Upper Audali and Beidha area ought to be considered So far as he remembered, however, this aspect of the question had already formed the subject of considerable discussion in the autumn of 1928, when it had been agreed to postpone action in regard to the Zeidi occupation of the Upper Audali country. He thought it would be well that what passed on that occasion should be looked up before matters were carried any further, in order that we might be sure that the reasons which had led to defer immediate action three years ago no longer operated.

MR. HOWARD also agreed to refer to the previous correspondence in the Colonial Office on this question.

The SUB-COMMITTEE agreed to recommend :—

(1) That it is undesirable to link up the question of the ejection of the Zeidi tribesmen from Beidha and the Upper Audali country, which has been in Zeidi occupation for some six years, with the present proposal to secure the immediate withdrawal of the Imam's troops from the Al 'Ain area and the Wadi Beihan, which they had recently occupied.

(2) That the action suggested by the Acting Resident to enforce the withdrawal of the Iman's troops from the Al'Ain area and the Wadi Beihan be generally approved; but that, subject to the approval of the Secretary of State for the Colonies and of the Secretary of State for Foreign Affairs, the warning and ultimatum proposed by the Acting Resident should be combined, and that an ultimatum be sent to the Imam as soon as possible, informing him that unless the Al 'Ain area were evacuated by a definite date air action would be taken to secure its evacuation.

(3) That the Colonial Office should prepare a telegram to the Resident in Aden, instructing him on the above lines; to which the formal approval of the Foreign Office should be obtained before despatch.

(4) That a time limit of a fortnight from the date of the despatch of the warning letter by the Resident at Aden should be allowed to the Imam to evacuate the Al 'Ain area.

(5) That the Foreign Office should prepare a telegram for despatch to His Majesty's Ambassador in Rome, instructing him to inform the Italian Government that a situation, entirely independent of, and unconnected with, our attitude on the existing frontier quarrel between the Imam and Ibn Saud, has arisen on the Yemen-Aden border, where the Imam's troops have recently made an unprovoked incursion into British territory. It may consequently be necessary to eject these by force, after a warning period of fourteen days has elapsed.

ADDENDUM TO CONCLUSIONS.

A copy of a telegram, approved by the Secretary of State for the Colonies and concurred in by the Secretary of State for Foreign Affairs, which was sent to the Acting Resident at Aden on 15th September,* in accordance with the conclusions of the meeting, is now attached (Appendx 1) together with a copy of a telegram which has been sent by the Foreign Office to His Majesty's Chargé d'Affaires at Rome. (Appendix II.)

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* No. 297.

Appendix II.

FOREIGN OFFICE to HIS MAJESTY'S CHARGE D'AFFAIRES, ROME

(Sent 2 p.m., 16th September, 1931.)

CYPHER TELEGRAM.

No. 240. Since despatch of instructions in my telegram No. 233 (of 5th September) news has been received that troops of Imam have occupied group of villages in Aden Protectorate territory. Imam was clearly warned in 1927 that occupation of any portion of Aden Protectorate rendered him liable at any time to retaliatory measures (see Foreign Office despatch No. 388 of 10th March, 1927). Instructions have therefore been sent to Acting Resident, Aden, to address letter to Imam protesting, and informing him that, if his forces are not completely withdrawn from villages referred to within two weeks from date of despatch of letter from Aden, Zeidi garrison towns in neighbourhood will be bombed.

Please inform Italian Government accordingly.

C. 89291/31 [No. 70].

No. 5.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

MINUTES OF THE TENTH MEETING HELD IN THE CONFERENCE ROOM, COLONIAL OFFICE, DOWNING STREET, S.W.1, ON MONDAY, 12TH OCTOBER, 1931, AT 3 P.M.

YEMEN ENCROACHMENTS INTO ADEN.

Present:

MR. A. C. C. PARKINSON, C.M.G., O.B.E., Assistant Under-Secretary of State, Colonial Office (in the Chair).
CAPTAIN J. H. D. CUNNINGHAM, M.V.O., R.N., Director of Plans Division, Admiralty.
GROUP-CAPTAIN R. E. C. PEIRSE, D.S.O., A.F.C., Directorate of Operations and Intelligence, Air Ministry.
MR. G. W. RENDEL, Counsellor, Foreign Office.
MR. R. A. GRIEVE, O.B.E., Assistant Secretary, Treasury.

The following were also present:

AIR VICE-MARSHAL C. S. BURNETT, C.B., C.B.E., D.S.O., Deputy Chief of the Air Staff, Air Ministry.
MR. C. F. A. WARNER, First Secretary, Foreign Office.
MR. F. J. HOWARD, O.B.E., Principal, Colonial Office.
MR. E. P. DONALDSON, Principal, India Office.
MAJOR N. G. HIND, M.C., Secretary to the Sub-Committee.

The Sub-Committee had before them Paper M.E. (O) 27, containing :—

(*a*) copy of a telegram* from the Acting Resident at Aden to the effect that the Zeidis had evacuated Al 'Ain but looted livestock and other property in the area and destroyed the village, and that in order to obtain restitution it might still be necessary to carry out action as previously arranged,
(*b*) a draft telegram in reply, prepared by the Colonial Office, and
(*c*) an alternative telegram drafted in the Air Ministry, together with a semi-official letter explaining the reasons for the alternative draft.

THE CHAIRMAN stated that a situation, which had not been anticipated by the Sub-Committee when they met in September, had arisen, the incident having now taken in effect the form of a raid by Zeidi forces across the Aden Protectorate frontier for purposes of loot.

The first question to be settled was whether the Acting Resident was authorized to resort to air action in order to obtain restitution of the stolen property. The draft telegram, as given in M.E. (O) 27, prepared in the Colonial Office, was based on the

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* No. 301.

view that existing authority did not cover air action for the purpose of obtaining restitution of loot and reparation for damage to Al 'Ain. It had been concurred in by all departments except the Air Ministry, who considered that very urgent action was necessary if any restitution was to be obtained. They had prepared an alternative draft which was based on the assumption that the Acting Resident at Aden was authorized to take air action if necessary.

AIR VICE-MARSHAL BURNETT considered that any long-drawn-out negotiations to recover the loot now would only lead to endless haggling and discussion, as had already occurred on the Trans-Jordan-Nejd border. He thought that the decision to use air action to effect the return of the loot should be left to the discretion of the Acting Resident, who was in immediate touch with local conditions, and contended that the existing authority to use coercive measures covered this situation. If no immediate action was taken, as appeared to be the present intention, he considered that we would lose in prestige enormously, as it would appear that we were incapable of protecting the tribes within our borders.

MR. RENDEL considered that there were two separate questions for decision (*a*) whether the existing authority for eventual air action could be regarded as covering the present case; and (*b*) whether eventual recourse to air action, or the threat to use air action, in order to obtain the restoration of the loot and reparation for the destroyed village, was or was not the right policy in the circumstances.

As regards (*a*) he considered that existing Ministerial authority definitely did not cover the present case, since it applied only to the ejection of invading forces from Protectorate territory. Our ultimatum had merely demanded evacuation, and it had said nothing about the conditions in which that evacuation should be carried out. Evacuation had now been effected. What was now proposed was a new—though no doubt perfectly justifiable—demand. If that demand was to be accompanied by a threat of air action it would amount to a fresh ultimatum and fresh ministerial authority was in his view essential.

As regards the question of policy, it was essential from the Foreign Office point of view that nothing should be done which might render the re-establishment of peace between the Imam and Ibn Saud more difficult or encourage Ibn Saud to reopen hostilities. It must also be remembered that the Italians were exceedingly suspicious of our attitude towards the Imam and were inclined to regard the whole Al 'Ain incident as having been engineered by ourselves in order to enable us to attack the Imam while he was occupied elsewhere. On general principle, moreover, the Foreign Office were opposed to air action, except in the last resort, since it might always be difficult to localize active operations, which were apt to lead to wider and more serious consequences than might be anticipated in any particular case. If, however, it could be shown that a further threat of air action was likely to prove the only means of obtaining a satisfactory settlement, it was for consideration whether the Sub-Committee should not recommend the issue of a further ultimatum.

AIR VICE-MARSHAL BURNETT suggested that the threat of air action might be of use in inducing the Imam to refrain from taking hostile measures against Ibn Saud.

THE CHAIRMAN took the sense of the Sub-Committee on the question whether the previous authority granted for air action covered only the former situation in which evacuation was demanded and not the present contingency. With the exception of the Air Ministry representatives, the Sub-Committee were agreed that this was the position and that further authority was therefore required if a demand for restitution and reparation was to be accompanied by a threat of air action. The question of the best action in the present circumstances was then discussed.

AIR VICE-MARSHAL BURNET said that if nothing was done to recover the captured property our position as regards the protected tribes in Aden was bound to deteriorate. Experience showed that the threat of air action was the sole effective means of bringing pressure to bear on the Imam. He suggested that the Sub-Committee should confine themselves to selecting the best line of action, and then obtain the necessary Ministerial authority to carry it out. He recognized that while it might be difficult to get Ministerial authority, some immediate action was essential. He maintained that the draft telegram prepared by the Air Ministry did not vary very much from that prepared by the Colonial Office. The affair had now developed into an act of brigandage which elsewhere local police might be expected to deal with.

THE CHAIRMAN suggested that the Acting Resident might be asked to furnish fuller information as to the present position.

AIR VICE-MARSHAL BURNETT considered that little further information would be forthcoming, as the fact remained that the property of tribes under our protection had been looted. Such a reference would merely tend to prolong the agony a few days

and delay action, thus rendering it less effective. He considered that the matter should be referred immediately for Ministerial authority, as the object of this Committee was to prevent, rather than make, delays. He was inclined to think that the looting had been carried out by the local Zeidi commander, and certainly not with the Imam's acknowledged authority.

MR. RENDEL stated that, while the Foreign Office were generally opposed to coercive methods on principle, he personally was impressed by the arguments put forward by the Air Ministry. If, therefore, it could be shown that it was essential, for the sake of our prestige in the Protectorate and of our relations with the tribes, that we should secure the restoration of the loot and reparation for the destroyed village, and if there was really no other means of doing this than by issuing a new ultimatum containing a threat of air action, failing a satisfactory settlement within a specified time, he would personally be prepared to agree to the Sub-Committee recommending the adoption of this course, although he did not, of course, yet know the views of the higher authorities at the Foreign Office on the subject.

COLONEL MURRAY and CAPTAIN CUNNINGHAM expressed their agreement, subject to Ministerial sanction being obtained.

THE CHAIRMAN stated that it would be desirable to despatch some interim telegram to the Acting Resident at Aden pending a decision by Ministers.

MR. RENDEL suggested that the Resident should be instructed, if possible, to defer the presentation of his demands for restitution until it was known whether he could be authorized to send in an ultimatum. To send a demand for restitution without a threat might well prove useless and might make it more difficult to send in an ultimatum until a reply from the Imam had been received. He considered that any ultimatum should be sent to the Imam himself and not to the local commander actually concerned in the looting (as had been suggested) since the Imam was ultimately responsible for the acts of his forces and any attempt to short-circuit him might only make matters worse and cause further confusion.

THE CHAIRMAN prepared the draft of an interim reply to the Acting Resident,* which is attached.

CONCLUSION.

THE SUB-COMMITTEE AGREED:—

(*a*) That the situation that has now arisen was not covered by the existing authority to take coercive measures.

(*b*) That a report should be prepared for presentation to the Ministers concerned, informing them of the new situation that has arisen and recommending that the Acting Resident at Aden should be authorized to send an immediate note to the Imam stating that unless the looted property is restored and compensation for the destroyed village is paid within a specified time, air action, similar to that previously threatened, will be taken against him.

C. 89291/31 [No. 57].

No. 6.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

REPORT BY THE STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST REGARDING THE YEMEN ENCROACHMENTS INTO ADEN.

(Secret.)
(M.E. (O) 29.)

1. ON 14th September, 1931, the Official Sub-Committee for questions concerning the Middle-East was called to consider a situation which had arisen in the Aden Hinterland where the forces of the Imam of the Yemen had crossed the Protectorate boundary and had occupied certain villages (notably Al 'Ain), inhabited by tribes under our protection.

The Imam had already been warned in March, 1927, as a result of a previous Cabinet decision, that occupation of any part of the Aden Protectorate would render him liable at any time to retaliatory measures. In accordance with that warning, his forces had been successfully expelled from certain portions of the Protectorate in 1928.

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* Printed as No. 305.

2. The Official Sub-Committee recommended on 14th September, 1931, that, subject to the approval of the Secretary of State for Foreign Affairs and of the Secretary of State for the Colonies, the Acting Resident at Aden should be authorized to send an ultimatum to the Imam, informing him that unless the Al 'Ain area which he had occupied was evacuated by a definite date, air action would be taken against certain strategic points in the Imam's territory.

3. This ultimatum was duly despatched and resulted in the withdrawal of the Imam's forces from the territory in question. The situation has now, however, been complicated by the fact that prior to their evacuation the Imam's forces looted the livestock and other property in the occupied area, and destroyed the village of Al 'Ain. The Acting Resident at Aden considers that in order to obtain the restitution of the loot it may still be necessary to carry out the air action already contemplated.

4. The Air Ministry regard it as essential, from the point of view of the maintenance of our prestige in the Aden Protectorate and of our obligations towards the tribes concerned, who are under our protection, that immediate measures should be taken to secure the restitution of the looted property and reparation for the destruction of Al 'Ain, as, until this is accomplished, a satisfactory settlement cannot be said to have been obtained.

After full discussion the Sub-Committee came to the conclusion that a further note to the Imam demanding restitution and reparation, to be implemented, if necessary, by the same air action as was threatened previously, is the only method likely to be effective.

5. The Sub-Committee, therefore, recommend that the Acting Resident at Aden should be authorized to send an immediate note to the Imam stating that unless the looted property is restored and compensation for the destroyed village is paid within a specified time, air action, similar to that previously threatened, will be taken against him.

6. As, however, this situation is not covered by existing Ministerial authority, the Sub-Committee submit their recommendation for the approval of the Ministers concerned.

Signed on behalf of the Sub-Committee,
A. C. C. PARKINSON.

Copies of the Acting Resident's telegram of 8th October, 1931,* and of an interim reply despatched by the Colonial Office on 12th October, 1931,† are attached.

2, Whitehall Gardens, S.W.1,
13th October, 1931.

C. 89291/31 [No. 69].

No. 7.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

YEMEN ENCROACHMENTS INTO ADEN.

Note by Secretary.

(Secret.)
(M.E. (O) 31.)

COPY of a paraphrase telegram from Colonel Reilly, Resident at Aden,‡ is attached.

As this telegram entirely alters the position with regard to what had been proposed by the Official Sub-Committee in regard to the Al 'Ain incident, I have been directed by the Chairman to inform the members of the Ministerial Sub-Committee accordingly, and to request that the Report of the Official Sub-Committee, M.E. (O) 29,§ may therefore be withdrawn.

G. HIND,
Secretary to the Sub-Committee.

2, Whitehall Gardens, S.W.1,
16th October, 1931.

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* No. 301. † No. 305. ‡ No. 306. § No. 6.

No. 8.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

MINUTES OF THE FOURTEENTH MEETING OF THE SUB-COMMITTEE HELD AT 2 WHITEHALL GARDENS, S.W.1, ON FRIDAY, 11TH DECEMBER, 1931, AT 3.30 P.M.

PROPOSED TREATY WITH THE IMAM OF THE YEMEN.

Present:—

MR. A. C. C. PARKINSON, C.M.G., O.B.E., Assistant Under-Secretary of State, Colonial Office (in the Chair).
CAPTAIN J. H. D. CUNNINGHAM, M.V.O., R.N., Director of Plans Division, Admiralty.
COLONEL K. D. B. MURRAY, D.S.O., General Staff, War Office.
GROUP-CAPTAIN R. E. C. PEIRSE, D.S.O., A.F.C., Directorate of Operations and Intelligence, Air Ministry.
MR. G. W. RENDEL, Counsellor, Foreign Office.
MR. R. A. GRIEVE, O.B.E., Assistant Secretary, Treasury.

The following were also present:—

MR. H. R. COWELL, C.M.G., Assistant Secretary, Colonial Office.
MR. C. F. A. WARNER, First Secretary, Foreign Office.
MR. F. J. HOWARD, O.B.E , Principal, Colonial Office.
MR. G. H. G. ANDERSON, D.S.O., M.C., Principal, India Office.
MR. A. F. MORLEY, Assistant Principal, India Office.
FLIGHT-LIEUTENANT A. MACGREGOR, D.F.C., Directorate of Operations and Intelligence, Air Ministry.
MAJOR N. G. HIND, M.C., Secretary to the Sub-Committee.

THE Committee had before them the following papers:—

Letter* by the Colonial Office covering a despatch† from Lieutenant-Colonel B. R. Reilly, C.I.E., O.B.E., British Resident at Aden, commenting on and enclosing a draft of a Treaty which he had received from His Majesty the Imam of the Yemen. (Paper No. M.E. (O) 41.)

Memorandum by the Air Ministry Representative on above Paper. (Paper No. M.E. (O) 44.)

Letter from the Secretary, Admiralty, to the Secretary of the Sub-Committee on M.E. (O) 41. (Paper No. M.E. (O) 45.)

Memorandum by the War Office representative on M.E. (O) 4. (Paper No M.E. (O) 46.)

Memorandum by the Foreign Office on M.E. (O) 41. (Paper No. M.E. (O) 41. (Paper No. M.E. (O) 47.)

Despatch‡ from Resident at Aden, covering translation letter from the Imam asking for early consideration of proposed treaty. (Paper No. M.E. (O) 48.)

THE CHAIRMAN stated that the first question for decision was whether the Imam's communication enclosing the new draft treaty justified us in agreeing to reopen negotiations.

MR. COWELL stated that the Colonial Office considered that though the situation hitherto existing was, on the whole, satisfactory we would be open to considerable criticism in Parliament and elsewhere if we refused to entertain the Imam's proposals.

MR. RENDEL explained that in the view of the Foreign Office the Imam's new proposals appeared to offer a reasonable prospect for the re-establishment of relations with the Imam on a satisfactory basis. While there was no urgent need to change the present situation, since the Imam was no longer in occupation of any important area in the Protectorate, the Foreign Office considered that it would be preferable if His Majesty's Government could re-establish relations with the Imam, provided this could be done without making any unreasonable concession. Hitherto the Imam had put forward outrageous claims, and no negotiations had therefore been possible; but, now that the Imam had presented us with a draft treaty which, in its main essentials, corresponded so closely with the draft treaty which we ourselves had sent him a year ago, the situation was materially changed, and he considered that it would be unwise to

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* No. 265. † No. 264. ‡ No. 267.

reject the Imam's new proposals out of hand The Foreign Office moreover saw considerable dangers and disadvantages in allowing the present situation in the Yemen, which might be described as a vacuum, to continue unnecessarily. There would be many advantages in re-establishing relations, and particularly in securing the appointment of a resident British representative in the Yemen, to watch, and if necessary to counteract, the activities and intrigues of Soviet and other foreign agents. Moreover, the Yemen was the most fertile and potentially the richest part of Arabia, and offered a promising field for British commerce and enterprise. The Foreign Office, therefore, considered that the balance of argument lay in favour of meeting the Imam's overtures half-way and agreeing to reopen negotiations on the basis now proposed. The matter had, however, not yet been submitted to the Secretary of State for Foreign Affairs, to whom any conclusion reached by the Sub-Committee would of course have to be referred.

MR. ANDERSON stated that the India Office were only indirectly concerned, and had not therefore sent in a memorandum. If His Majesty's Government refused to treat with the Imam this might have some reaction on Moslem opinion in India. The India Office were, therefore, in favour of negotiation.

GROUP-CAPTAIN PEIRSE said that the Air Ministry would not oppose the conclusion of a treaty if this was considered to be politically desirable. The Air Ministry would, however, wish to ensure that no concession was being made to the Imam which might prejudice our ability to give active support to our Protectorate tribes.

COLONEL MURRAY stated that the War Office were in general agreement with the Air Ministry view.

THE CHAIRMAN pointed out that in 1928 the question of a treaty with the Imam had been considered by the Cabinet and negotiations had then been sanctioned. Suspension of these negotiations had been caused by the intransigent attitude of the Imam, and in reopening negotiations at the instance of the Imam we were acting in logical sequence

MR. RENDEL agreed that, in accepting the Imam's proposals to reopen negotiations, we should be acting in harmony with the policy which had been previously laid down. Negotiations had only been suspended because of the Imam's insistence on his preposterous claims. Now that he appeared to have adopted a more reasonable attitude the original decision to negotiate with him appeared once more to apply.

THE SUB-COMMITTEE agreed that the conclusion of a treaty with the Imam would be generally in the interests of His Majesty's Government.

THE CHAIRMAN stated that the next point for consideration was what conditions should be laid down before negotiations for a treaty were opened with the Imam. He cited the evacuation of the Audhali country and the return of hostages, as recommended by Colonel Reilly, but there was also the question of the return of loot and reparation for damage at Al 'Ain, which matter had been held in abeyance since the receipt of the Imam's letter proposing a treaty. He thought that this should also be considered in this connexion.

GROUP-CAPTAIN PEIRSE agreed.

MR. RENDEL suggested that it would be desirable to give the Resident at Aden a wide discretion as to the precise nature of the demands which he should put forward as regards restitution of loot, &c., in connexion with the evacuation of Al 'Ain. It might well prove difficult for the Imam to recover loot which might now have been dispersed, and there might be considerable difficulties in the way of obtaining financial compensation.

THE CHAIRMAN also suggested that having regard to past experience, provision should be made against looting by the Zeidis on their retirement from the Audhali country.

THE SUB-COMMITTEE accordingly agreed that in any demand which Colonel Reilly might be instructed to make to the Imam for the evacuation by the latter of the north-west Audhali territory it should be clearly specified that that evacuation must not be accompanied by any looting or destruction of property.

MR. RENDEL recalled the fact that at a previous meeting of the Sub-Committee, the Resident at Aden had explained that it was doubtful whether the north-west section of the Audhali tribe would be ready to return to their allegiance. Colonel Reilly had explained that the Chief of this section of the tribe had apparently transferred his allegiance to the Imam, and that, even if we secured the latter's evacuation of the area in question, we might have some difficulty in re-establishing our own position there. On the other hand, it was apparently important to recover the north-west area of the Audhali country which was now in Zeidi occupation: (*a*) because it was the most fertile territory belonging to the tribe and the south-eastern section of the tribe

were economically dependent on it; and (*b*) because our continued failure to secure such evacuation exposed us to charges in the Protectorate of having dishonoured our obligations. He therefore thought that we should certainly press for the evacuation of the north-west Audhali territory as a preliminary condition for the reopening of negotiations. But even so it would be difficult to decide the precise limits of the area to be evacuated, since apparently the natural geographical frontier ran between the two sections of the Audhali tribe, and it would be difficult to define a good natural frontier further to the north-west He therefore suggested that the Resident should be given as wide a discretion as possible as to the precise nature of the demands to be made of the Imam in this respect.

GROUP-CAPTAIN PEIRSE considered that as a necessary condition precedent to a treaty the Imam should be required to withdraw his forces from the Beidha and Beihan areas to the former Anglo-Turkish frontier.

THE CHAIRMAN observed that although the Beidha area was on the Aden side of the Anglo-Turkish frontier, we had no treaty with the Beidha tribe.

MR. RENDEL doubted whether anything would be gained by insisting on the evacuation by the Imam of any territory beyond the Audhali territory as a condition for the reopening of negotiations. The Imam did not recognize the Anglo-Turkish boundary, and it was by no means certain that we should be able to count on the allegiance of any tribes between that boundary and the Audhali area.

MR. COWELL pointed out that according to the terms of the draft treaty, the question of the ultimate boundary line was definitely deferred for settlement later.

CAPTAIN CUNNINGHAM stated that as the settlement of the southern frontier of the Yemen was for later consideration, it was not possible at this stage to press for the restoration of the original Anglo-Turkish boundary

GROUP-CAPTAIN PEIRSE considered that it was desirable that the original boundary should be established as a basis for future negotiations.

MR. RENDEL pointed out that the Anglo-Turkish boundary north-east of Juban was an arbitrary and artificial line running towards a purely geographical point in the middle of the desert. He considered that for the present it would be a mistake to insist on an immediate withdrawal from any but the Audhali territory. The settlement of the final boundary was, in any case, to be left over for further negotiations; and the draft treaty now under discussion would be without prejudice to the final frontier.

MR. COWELL agreed and stated that this was borne out by paragraph 2 (*d*) of Colonel Reilly's despatch, in which the opinion was expressed that evacuation by the Imam of all Audhali districts that he holds, and the restoration of Audhali hostages was an essential condition of the conclusion of a treaty with him, but that other claims might perhaps be compromised or waived by His Majesty's Government. He felt that this would be in no way prejudice the ultimate settlement.

GROUP-CAPTAIN PEIRSE considered that evacuation of the Audhali territory only, involved the risk that the Imam might conclude that His Majesty's Government had modified their earlier claims to the former Anglo-Turkish frontier and that subsequent negotiations might be prejudiced thereby. He wished, therefore, that it should be made clear to the Imam that the line to which he might withdraw by evacuating the Audhali country should not be assumed to be the line that would be finally acceptable to His Majesty's Government.

IT WAS AGREED to recommend that Colonel Reilly be instructed—

(i) That as a necessary preliminary for opening negotations, the Imam should evacuate all the Audhali territories which he is now occupying and restore all Audhali hostages.

(ii) That in communicating this condition to the Imam it should not be so phrased as to imply that the line to which he would thus withdraw would subsequently be acceptable to His Majesty's Government as a frontier with the Yemen, if it were short of the frontier as delimited with Turkey.

(iii) That it should be left to Colonel Reilly's discretion to determine the precise line to which the Imam must withdraw in order to effect evacuation of the Audhali country.

(iv) That Colonel Reilly should stipulate that in the evacuation of territory there should be no looting or damage to persons or property.

(v) That the question of demanding also the restoration of loot and reparation for damage recently incurred at Al 'Ain should be left to Colonel Reilly's discretion.

(vi) That Colonel Reilly should inform the Imam that subject to the fulfilment of the above preliminary conditions, His Majesty's Government are prepared to reopen negotiations on the basis of the Imam's draft and to send a representative to Sana'a for the purpose.

THE SUB-COMMITTEE then considered the draft of the treaty as proposed by the Imam.

THE CHAIRMAN assumed that this draft treaty would be revised by the legal authorities of the Foreign Office and Colonial Office from the point of view of correct phrasing.

MR. RENDEL suggested that the Sub-Committee should at this stage confine themselves to the consideration of major points of substance in the treaty, and that minor questions of form, &c., which had not yet, in any case, been submitted to the Foreign Office experts, should be left over for subsequent discussion, more especially as the draft would probably be drastically modified in the course of negotiations.

ARTICLE I.

There were no remarks.

ARTICLE II.

The omission of the latter part of this Article, as submitted to the Imam by Sir Stewart Symes in 1929, was agreed to, since the sense appeared to be sufficiently reproduced in Article III of the Imam's present draft.

ARTICLE III.

MR. RENDEL stated that the Foreign Office considered it preferable, though not essential, to substitute the phrase " southern frontier of the territories of His Majesty the King of the Yemen " in lieu of the expression " southern frontier of the Yemen," thus making clear that the reference is to the territories of the King of the Yemen, and not to the vague term " Yemen," which has been used to describe the entire south-west portion of Arabia.

This was agreed to.

MR. RENDEL, referring to the question of " the islands of the Yemen," explained that all the islands which had formerly been Turkish (*i.e.*, all the islands in question except Perim) fell to be dealt with under Article 16 of the Treaty of Lausanne, so that we were not free to enter into any bilateral engagement with the Imam in relation to them. After some discussion he agreed that it would be preferable from every point of view to omit any reference to these islands in the draft treaty. If, however, the Imam pressed the point strongly, it had been suggested by the Foreign Office Legal Advisers that we might obtain sufficient protection if the relevant passage of the draft treaty were altered to run " the territories of His Majesty the King of the Yemen and the islands appertaining thereto."

CAPTAIN CUNNINGHAM considered that any reference to the islands should be omitted. In the first place there could be no question of the sovereignty of Perim, besides which, several claimants are already in existence to the other islands. It was obviously undesirable to imply that an additional claim on the part of the Imam should be added thereto.

THE CHAIRMAN considered that any reference to the islands should be omitted from the treaty. If the point were pressed by the Imam, the Foreign Office phrase might have to be used, but it would probably be best to discover exactly what the Imam meant to include as " islands of the Yemen," and the matter could be further considered then in the light of the Imam's definition of the term.

MR. RENDEL expressed the view that any vague phrase in the treaty regarding these islands might cause trouble at some later date, and agreed that it would be definitely preferable that all reference to the islands should be omitted.

IT WAS AGREED that it was desirable to omit reference to the islands of the Yemen in the treaty.

THE CHAIRMAN said that the next point was what words should be substituted for the term " original rights " in the latter part of Article III.

MR. RENDEL said that while it was clear that we could not accept any phrase in the treaty which might imply an admission that the Imam possessed any " rights " in the Protectorate, it was equally clear that the Imam attached considerate importance to the use of the word " rights." The Foreign Office Legal Advisers had therefore suggested that the words " rights claimed " should be used, which might satisfy the Imam, but would give us adequate protection. Further, it was desirable that we should make it clear that the proposed treaty was without prejudice to our own rights and claims, more especially as regards treaty relations with frontier tribes, &c., and incidentally as regards our position in Kamaran. The Foreign Office therefore suggested the following wording:—

> " It being understood that nothing contained in this article, or in other articles of the present treaty, is to be taken as meaning that either High Contracting Party renounces the rights claimed by him in those regions."

This wording would have the further advantage of suggesting that the treaty was being concluded in conditions of complete reciprocity, which should help to save the Imam's face.

CAPTAIN CUNNINGHAM agreed that this safeguarded the British claims; and that it would, in terms, place the two High Contracting Parties on a basis of equality in regard to their respective claims and so should be acceptable to the Imam.

The wording proposed by the Foreign Office was accepted.

MR. RENDEL drew attention to the fact that the provisions of the proposed treaty regarding the maintenance of the *status quo* as regards the frontier would want careful wording in order that there should be no mistake as to the line which was to be observed.

As regards the point raised by the Air Ministry, *i.e.*, whether the conclusion of the treaty might not prevent us from taking air action against the Imam in the event of his making any further encroachment on the Protectorate, the Foreign Office were advised that the conclusion of a treaty providing for the maintenance of the *status quo* would not necessarily preclude His Majesty's Government from taking air action against the Imam in such an event, since a definite encroachment by the Imam's forces on the territory of the Protectorate would constitute a violation of the treaty, which would thereby lapse, so that His Majesty's Government would equally be released from its obligations. A violation of the Protectorate territory by the Imam after the conclusion of a treaty would in fact constitute an act of war and have to be dealt with as such.

GROUP-CAPTAIN PEIRSE stated that the Air Ministry welcomed this statement and would not raise further objection to the *status quo* provisions of the treaty, provided it were understood that His Majesy's Government would not be procluded from, if necessary, meeting an invasion of the Protectorate by force.

MR. COWELL said that Sir Stewart Symes had expressed the view that Zeidi incursions were usually due to irresponsible local raiders. At present there was no official relationship with the Imam and therefore no machinery which might localize and check such incursions. Should diplomatic relations be established it should be possible to come to some mutual arrangements for the restriction and settlement of such incursions on the spot.

It was agreed that this sentence should be redrafted on the lines proposed by the Foreign Office.

ARTICLE IV.

MR. RENDEL said that the Foreign Office felt that it would be very desirable to take this opportunity to secure British diplomatic representation in the Yemen, either at Sana'a or possibly at Hodeidah. It would be preferable that this representation should be secured in the present treaty, and not left over, as suggested by the Imam, for subsequent negotiation.

ARTICLE V.

It was agreed that this Article should be redrafted on the lines of corresponding Articles in other treaties in order to cover such points as the inclusion of British protected persons, the definition of the territories of the King to which this article should apply and the definition of the term " vessels."

ARTICLE VI.

No comments.

ARTICLE VII

It was agreed that the Treaty should be drawn up in both English and Arabic, each version to have equal force.

MR. RENDEL suggested that a decision was required as to where any eventual negotiations should be conducted. He recalled that Colonel Reilly had been anxious in the summer to send a representative to Sana'a, but that it had been decided that this suggestion should not be pursued unless and until the Imam took the initiative in suggesting the reopening of negotiations. The Imam had now done so, and there seemed no reason why Colonel Reilly's original proposal should not be reverted to, and why he should not be authorized to send a representative, *e.g.*, Mr. Champion, to Sana'a to conduct any negotiations which might result. If negotiations were to be carried on at Aden, progress would be difficult as each point would have to be referred to the Imam whose replies would probably be slow and unsatisfactory.

THE CHAIRMAN stated that it would have to be decided whether formal reference to the Ministerial Sub-Committee would be necessary. The question of entering into negotiations with the Imam was covered by previous Cabinet sanction. But the Official Sub-Committee was laying down conditions precedent to negotiation of the

proposed preliminary treaty, which might lead to negotiation of a treaty being indefinitely postponed, or even abandoned. In the circumstances, it was not clear, even if the action recommended by the Sub-Committee was finally approved by Ministers in their individual capacity, that reference to the Ministerial Sub-Committee might not be thought desirable. He proposed, therefore, to put the matter before the Secretary of State for the Colonies, as Chairman of the Ministerial Sub-Committee, at an appropriate stage, in order to take the Secretary of State's instructions as to reference to the Ministerial Sub-Committee.

Conclusions

The Sub-Committee agreed to recommend:—

(1) That the conclusion of a treaty with the Imam of the Yemen would be generally in the interests of His Majesty's Government.

(2) That the Colonial Office should despatch a telegram to the Resident at Aden giving him instructions to the following effect:—

(i) that as a necessary preliminary for opening negotiations, the Imam should evacuate all the Audhali territories which he is now occupying and restore all Audhali hostages;

(ii) that in communicating this condition to the Imam it should not be so phrased as to imply that the line to which he would thus withdraw would subsequently be acceptable to His Majesty's Government as a frontier with the Yemen, if it were short of the frontier as delimited with Turkey;

(iii) that it should be left to Colonel Reilly's discretion to determine the precise line to which the Imam must withdraw in order to effect evacuation of the Audhali country;

(iv) that Colonel Reilly should stipulate that in the evacuation of territory there should be no looting or damage to persons or property;

(v) that the question of demanding also the restoration of loot and reparation for damage recently incurred at Al 'Ain should be left to Colonel Reilly's discretion;

(vi) that Colonel Reilly should inform the Imam that subject to the fulfilment of the above preliminary conditions, His Majesty's Government are prepared to reopen negotiations on the basis of the Imam's draft and to send a representative to Sana'a for the purpose.

(3) That the draft treaty be revised on the lines agreed upon in the foregoing Minutes, as a basis for instructions to the representative of His Majesty's Government in the proposed negotiations, and that Colonel Reilly should be informed in the telegram under (2) that the revised draft will be sent by despatch accordingly.

No. 9.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

Minutes of the Sixteenth Meeting of the Sub-Committee held at 2 Whitehall Gardens, S.W.1, on Tuesday, 23rd February, 1932, at 3 p.m.

Proposed Treaty with the Imam of the Yemen.

Present:—

Mr. A. C. C. Parkinson, C.M.G., O.B.E., Assistant Under-Secretary of State, Colonial Office (in the Chair).
Captain J. H. D. Cunningham, M.V.O., R.N., Director of Plans Division, Admiralty.
Colonel K. D. B. Murray, D.S.O., General Staff, War Office.
Group-Captain R. E. C. Peirse, D.S.O., A.F.C., Directorate of Operations and Intelligence, Air Ministry.
Mr. R. A. Grieve, O.B.E., Assistant Secretary, Treasury.

The following were also present:—

Mr. H. R. Cowell, C.M.G., Assistant Secretary, Colonial Office.
Mr. C. F. A. Warner, First Secretary, Foreign Office.
Mr. C. W. Baxter, M.C., First Secretary, Foreign Office
Mr. M. J. Clauson, Principal, India Office.
Mr. A. F. Morley, Assistant Principal, India Office.
Major N. G. Hind, M.C., Secretary to the Sub-Committee.

The Committee met to consider the following papers dealing with the proposed Treaty with the Imam of the Yemen:—

Paper No. M.E. (O) 51—
Note by Secretary covering paraphrase telegram from the Secretary of State for the Colonies to the Resident at Aden.
Paper No. M.E. (O) 52—
Telegraphic correspondence between the Secretary of State for the Colonies and the Resident at Aden.

The Chairman, in opening the meeting, stated that there were two questions for consideration:—

(*a*) The point raised by the Resident at Aden in his telegram No. 29* as to the preliminary conditions prior to a treaty

It appeared that the Resident's view was that the Imam should at once be told that these pre-conditions were a *sine qua non*, but that their fulfilment should be required prior to the signature of a treaty and not prior to opening negotiations themselves.

(*b*) The second point was referred to in telegram No. 30† from the Resident at Aden and dealt with what action should be taken to secure evacuation by the Imam of occupied territories should the treaty fail to go through, in which event a decision must be made either to drop the question of evacuation or insist on it, if necessary, by force.

He proposed that the Sub-Committee should begin with the first question.

Mr. Cowell stated that the Colonial Office understood Colonel Reilly's proposal to be that the Imam should be told at once what the conditions were, and informed that they were a *sine qua non*, but that their fulfilment should be required prior to the signature of a treaty and not prior to its discussion. The Colonial Office accepted this proposal.

Colonel Murray stated that the War Office generally agreed with this view.

Captain Cunningham was doubtful as to the exact meaning of the words "at once." He considered that there was some doubt whether this was intended to mean at the present time or at any moment during negotiations should the evacuation of the Audhali territory be treated by the Imam as a matter open to discussion. As it at present stood he considered the Resident's telegram was liable to be misconstrued.

Mr Cowell considered that the intention of the Resident at Aden was to inform the Imam before negotiations began what pre-conditions were required, but that the fulfilment of these pre-conditions need not necessarily be insisted upon until the time of the conclusion of the treaty. He considered that the actual time when these conditions should be intimated to the Imam should be left to the Resident's discretion.

Group-Captain Peirse said that the Air Ministry were primarily concerned with the military aspect and regarded it as most important that the Audhali occupied territories and the restitution of hostages should be conceded by the Imam. They were, therefore, opposed to the Resident's suggestion, which in their opinion placed the Imam in a stronger tactical position for negotiations. He thought that this question could not be considered separately from the second suggestion of the Resident to introduce a threat at some period of the negotiations.

Mr. Cowell sated that at present the Imam is in the position of a suitor asking for a treaty. We should make it clear to him that he cannot obtain a treaty until he has evacuated the districts in dispute. Should this fail the threat of air action could always be considered at a later date.

Mr. Baxter stated that the Foreign Office had no strong views in the matter, and would be prepared to concur in Colonel Reilly's proposal, if this accorded with the general opinion of the meeting.

Mr. Clauson said that the India Office also generally agreed. He thought that the two questions could be treated separately.

Mr. Grieve considered that Colonel Reilly had put forward his suggestion with a view to establishing personal contact with the Imam. He could then inform him on what conditions we were prepared to negotiate.

The Chairman then invited discussion on the second question (telegram No. 30).

Group-Captain Peirse said that the Resident's suggestion that a threat should be introduced at some time during negotiations actually implied that these negotiations would be carried on under the threat that unless the Imam concluded a treaty we

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* No. 275. † No. 277.

would take coercive action against him. This would be a somewhat impossible way of conducting negotiations.

Mr. Cowell stated that the sole new feature since the decision was reached last autumn not to insist on the evacuation of Audhali country at the time that action was taken to secure the evacuation of Al 'Ain was the fact that friendly overtures had now been received from the Imam Although we had never admitted the Imam's right to occupy the district, so far we had not attempted to drive him out by force. He felt that no threatening action should be made until such time as negotiations break down, when the question of what action should be taken could be considered.

Group-Captain Peirse agreed that this covered the Air Ministry point that a threat could not be made during negotiations. He added that as the Imam was the suitor it could be concluded that if he was genuine he would comply with our pre-conditions in the first instance.

The Chairman said he thought the general feeling of the meeting was that the question of a threat should be considered as a separate issue in the event of negotiations breaking down, the time when the Imam shows himself friendly being hardly the opportune moment to talk about coercive action.

Group-Captain Peirse again reverted to the question of evacuation of Audhali territories and restoration of hostages as a pre-condition. He foresaw a possibility that should negotiations be proceeding in a satisfactory manner, and should the Imam demur finally with the conditions just referred to there would be a possibility that on political and commercial grounds, pressure might be brought in favour of concluding the treaty at the expense of the pre-conditions

The Chairman suggested that the Air Ministry fears on this point were unfounded.

Group-Captain Peirse then said that he would like to record that the Air Ministry held definitely strong views that the pre-conditions laid down should be fulfilled prior to the opening of negotiations. He pointed out that our prestige in the Protectorate would not be enhanced if treaty negotiations were opened with the Imam whilst the Imam was still occupying Proectorate territory. He reminded the meeting that the previous consensus of opinion had been primarily concerned in obtaining the evacuation of the Audhali territory and restitution of hostages, and that the importance of this was borne out by Colonel Reilly who stated that the present position was incompatible with our treaty obligations. The Air Ministry view had always been that the Imam's proposals for a treaty offered the one opportunity of achieving these requirements without firing a shot.

A discussion then took place as to the literal meaning of the following passage in telegram No. 29 :—

" I consider that the Imam should at once be told that they are a *sine qua non*, but I propose that their fulfilment should be required prior to the signature of a treaty and not prior to its discussion."

The conclusion reached was that the intention must be that when informing the Imam that His Majesty's Government were prepared to negotiate a treaty on the basis of the Imam's draft, the Resident would make it clear that no treaty could be concluded until after the evacuation of the Audhali and Sana'a districts and the return of hostages.

Group-Captain Peirse said that this interpretation would in part meet the Air Ministry contention.

Conclusion.

The Sub-Committee agreed :—

That the Colonial Office should, subject to agreement by the Air Ministry, instruct the Resident at Aden to the following effect :—

His Majesty's Government approve of your informing the Imam at once that treaty cannot be concluded until after evacuation of districts and return of hostages. You should not, however, indicate in any manner that failure to evacuate will involve hostile action. Decision on this question will not be taken unless or until negotiations break down.

C. 97857/32 [No. 118].

No. 10.

COMMITTEE OF IMPERIAL DEFENCE.

STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Secret.)

Minutes of the Nineteenth Meeting of the Sub-Committee held in Conference Room " A," No. 2, Whitehall Gardens, S.W.1, on Monday, 4th July, 1932, at 4.30 p.m.

Proposed Treaty with the Imam of Yemen.

Present :

Mr. A. C. C. Parkinson, C.M.G., O.B.E., Assistant Under-Secretary of State, Colonial Office (in the Chair).
Captain J. H. D. Cunningham, M.V.O., R.N., Director of Plans Division, Admiralty.
Colonel K. D. B. Murray, D.S.O., General Staff, War Office.
Mr. P. A. Grieve, O.B.E., Assistant Secretary, Treasury.
Group-Captain R. E. C. Peirse, D.S.O., A.F.C., Directorate of Operations and Intelligence, Air Ministry.
Mr. G. W. Rendel, C.M.G., Counsellor, Foreign Office.
Mr. J. G. Laithwaite, Principal, India Office.

The following were also present :

Mr. H. R. Cowell, C.M.G., Assistant Secretary, Colonial Office.
Mr. C. F. A. Warner, First Secretary, Foreign Office.
Squadron-Leader A. P. Ledger, M.B.E., Air Staff, Air Ministry.
Mr. F. J. Howard, O.B.E., Principal, Colonial Office.
Mr. A. F. Morley, Assistant Principal, India Office.
Major N. G. Hind, M.C., Secretary to the Committee.

The Committee had under consideration a telegram from the Resident at Aden to the Secretary of State for the Colonies on the question of the proposed Treaty with the Imam of Yemen. (M.E. (O) 74.)

The Chairman stated that there were two points for consideration One was the " unobjectionable minor modifications " of the preliminary conditions, to which the Imam had referred. Perhaps this could be taken first with the Resident's inquiry later in the telegram as to latitude to be allowed in the negotiations.

Mr. Cowell understood that these modifications referred to the actual territorial limits to which withdrawal would be made by the Imam.

Mr. Rendel was inclined to think that these limits had been definitely laid down as a necessary pre-condition to the conclusion of a treaty, and that on this question no latitude could be given. He thought it more likely that what the Resident had in mind was that some freedom should be given to him as regards the actual wording of the Treaty.

Group-Captain Peirse agreed that there could be no latitude on the question of the necessary pre-conditions, and said that it seemed evident from the wording of the Resident's telegram that he appreciated this.

The Chairman agreed that what the Resident desired was authority to vary the wording and make minor alterations in the text of the Treaty. Any point of substantial importance that might arise during the negotiations would, he assumed, be referred home by telegram.

Mr. Warner pointed out that there might be difficulties in communicating by telegram from Sana'a, and said that it was possibly with a view to reducing the need for telegraphing that the Resident desired discretion on minor points.

Captain Cunningham said that the policy of His Majesty's Government had been fully explained to the Resident, who might therefore safely be allowed complete freedom within the limits outlined therein.

Conclusion.

The Sub-Committee agreed :—

That the necessary pre-conditions to the conclusion of a treaty as previously laid down must be adhered to, but that the Resident at Aden should be allowed latitude as regards re-wording the Treaty on any points of minor importance.

THE CHAIRMAN said the second question referred to the wording of Article 3 of the proposed Treaty, since the Imam wished to adhere to his original wording. Two points arose on this question. The first related to the Southern frontier of the Yemen and the "Islands of the Yemen," and the second arose out of the question of the "rights" claimed by the two contracting parties.

CAPTAIN CUNNINGHAM stated that it was not clear exactly what islands the Imam referred to. We could entertain no claims for the ownership of Perim, while the future of such islands as Kamaran, Jebel-Zukur, and Hanish had, by the Treaty of Lausanne, been left for subsequent settlement by the Powers concerned. Should the Imam however merely wish to claim some of the islets and reefs in the immediate vicinity of his coast, it was unlikely that there would be any objection.

MR. LAITHWAITE suggested that we should for the moment stand firm on our previous communication to the Imam on the subject of the islands and see what he had to say. If, either now or at a later stage, it turned out that he was concerned merely about the ownership of islets or reefs near the coast of no importance, no difficulty need arise in meeting him over this, but our past discussions went to show that this was not the meaning normally attached by the Imam to the words "islands" in this connexion. Was not the simplest course to return a reply in the sense recommended by the Resident, and consider the matter further, if necessary, in the light of the reply? Our position was a strong one, and broadly speaking we had nothing material to lose and everything to gain by playing a waiting game.

CAPTAIN CUNNINGHAM thought it better that the Imam should not at present be asked to state to what islands he laid claim, as it might be awkward to have to break off negotiations as a result of such a definition.

MR. RENDEL agreed. He also considered that the wording contained in His Majesty's Government's draft of Article 3, that "nothing contained in this Article or any other Articles of the present Treaty is to be taken as meaning that either of the High Contracting Parties renounces *the rights claimed by him* in those regions" should be retained.

MR. COWELL agreed.

GROUP-CAPTAIN PEIRSE considered that it would be undesirable and premature to make any variation in the wording of Article 3

CONCLUSION.

It was agreed:—

That the Resident should be informed that His Majesty's Government have, in their desire to meet the Imam's wishes with regard to Article 3, gone as far as they can, and that they cannot modify the preliminary conditions. They welcome and reciprocate the Imam's desire for a settlement and authorize Colonel Reilly to accept his invitation subject to the receipt of a satisfactory reply from the Imam in regard to these two matters.

PART III.

CORRESPONDENCE.

A. ADEN.

1. DIVISION OF RESPONSIBILITIES.

(i) Administrative.

C. 89276/31 [No. 12A].

No. 11.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 6th March, 1931.)

(Confidential.)
(No. 34.)

MY LORD, The Residency, Aden, 12th February, 1931.

I HAVE the honour to forward for Your Lordship's information copy of a letter addressed to the Foreign Secretary of the Government of India on the administration of Aden. The difficulty of obtaining monies required to provide a higher standard of

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administrative service at Aden is aggravated by financial stress in the (Bombay) Presidency budgets and by the inability of the Government of India to supply funds for local Provincial Services.

2. I am convinced that the way to overcome this difficulty is that now tentatively proposed by the Government of India, to constitute Aden a Chief Commissionership and make it dependent from that Government while obtaining as heretofore local administrative personnel mainly from Bombay.

I have, &c.,
G. S. SYMES,
Resident, &c

Enclosure in No. 11.

SIR, The Residency, Aden, 31st January, 1931.

I HAVE the honour to submit observations on local administrative policy in relation to the achievement of Imperial purposes at Aden. I conceive that these purposes are to maintain here:—

(*a*) a port equipped to provide fuelling and other requirements of shipping, the Navy, Air Force, and cable communications;
(*b*) a base for exercise of political influence with the people of south-west Arabia, and especially the littoral, against naval or military agreements with a foreign Power; and
(*c*) a centre for trade with these peoples and neighbouring countries.

2. The same purposes and, in particular, greater security for the Port and Settlement, led to the institution of Aden Protectorate. I have outlined a future policy for the Protectorate in a separate despatch to the Colonial Office. It is to preserve it against foreign, and presently against Zeidi (Yemen), encroachments, but to avoid assuming obligations likely to increase our expenditure or lead to political entanglements. Thus the achievement of purposes under (*b*) and (*c*) in the Protectorate must depend chiefly on the services other than administrative that we may be able to render at Aden. In the past, such services, apart from the convenience of our markets, &c., have comprised grants to protected chiefs of small stipends, political assistance and military aid, especially in respect of the arms and ammunition required to maintain their authority and isolation. This aid may be curtailed if an amicable settlement with the Yemen can be reached, when more stable conditions may be expected to quicken nascent desires on the part of the native population for certain modern amenities. Of such, the Civil and Mission hospitals at Aden have for years past attracted patients from all parts of the Protectorate and beyond; and the number of applications for hospitalization and even for peripatetic medical services is on the increase. Demands for educational facilities have been fewer because the vogue of literacy, so common elsewhere, has not yet penetrated Southern Yemen and, in a lesser degree, because of the very inferior quality of Arabic teaching in Aden schools. But there is little doubt that if, in the near future, Aden could be equipped to provide better educational and medical services, its local importance socially, politically, and also commercially, would be enhanced. Concrete returns for these services might be slow but would be cumulative and extensive. India's interest in them would be chiefly commercial (traffic): His Majesty's Government's political (relations). Traffic and relations are obviously interdependent and form a convenient channel of political influence. An ideal organization of these services at Aden would satisfy all local (Settlement) needs and be capable of expansion to meet demands from the Protectorate and Southern Yemen. Financial provision for the former is an Indian and for the latter mainly a British liability.

3. Before discussing questions of administration it is advisable to note the social and economic evolution of the Settlement since the British occupation of Aden in 1839. A small, primitive Arab fishing hamlet was then converted to a fortress and has since become a port of refuge and transit, a commercial and, to the extent of its Salt Workings, an industrial centre. Mainly from the Interior and neighbouring countries has come the human miscellany, Arab, Indian, Somali, &c., that could subsist in a modern sea-port; and the Settlement now has a resident population of 56,000. Of this population, exclusive of Europeans and Indians engaged with transportation services and trade—who, jointly, have created Aden in a commercial sense—approximately 60 per cent. is composed of Arabic-speaking Moslems. Their presence at Aden facilitates the problems of traffic and relations with neighbouring peoples, their kindred in race or religion. They also constitute an element which may be expected to survive

any exodus occasioned by decline in the prosperity of the port. This decline, although not very apparent, is conceivable. It is true that shipping returns are satisfactory and fuelling business prosperous. On the other hand a formerly thriving transit trade is feeling competition by neighbouring ports, notably in respect of cotton goods, coffee, hides, and skins, and the local market with the Hinterland is stationary. Possible remedies are through development of local markets and a judicious increase in the resident Arab population, by stimulation of local and native industries and the achievement of better communications and political conditions in the Protectorate. Thus the permanent attachment of a native resident population to Aden would be secured and could serve commercial as well as Imperial interests. Among its members conceptions of Aden as the home of a settled and civilized community have already emerged Its composition is too heterogeneous to be nationalist or, as yet, keenly communal in spirit. Its immediate preoccupations are with profit, not politics. It is, both culturally and politically, a very backward community. Nevertheless, its complexion and aspirations are distinctly Arabic. Indianization it would accept only to the extent that India may be British. It has little sympathy with Indians as such, and entirely ignores their national and political aspirations. It is as definitely pro-British as any Oriental population I have met.

4. To advert to Administration, the system at Aden, reflecting changes in local conditions, has developed from martial law to " cantonment rule " and the inception of an ordinary civil administration. The local Civil Executive Officer is vested with wide powers, and has British assistants who perform judicial, secretarial, and political functions, a British Commandant of Police and a (part-time) C.A.M.O. Subordinate and departmental offices are filled by Indian-born officers. There are two organs of local government, the Port Trust—a statutory body; and the Settlement Committee, a quasi-municipality. A British Technical officer of the (Bombay) Public Works Department acts as chairman to both bodies: each has a nominated non-official majority. This system has given satisfactory results and, provided the present quality of British and Indian personnel is maintained, requires no drastic modification. Aden is too small for a self-contained government of the Colonial type. It has derived notable benefits from its connexion with British India and has every advantage in retaining this connexion so long as development of its natural entity is not prejudiced thereby. But Aden's present status as part of the Bombay Presidency (while dependent for several essential services on the Government of India) complicates local organization and finance, and prevents the comprehensive treatment of its affairs which geographical isolation and its peculiar circumstances require. And, apart from administrative convenience or financial benefits, preservation of the nexus of Imperial—British and Indian —purposes and reconciliation of interests, sometimes conflicting, as between Indian and Arab elements in the population require elimination of provincial control (and Legislature) and direct access to the Government of India. The treatment of Aden as an Imperial—not a provincial—asset and its development as a semi-detached unit can then proceed. An initial measure would be the separation of Aden's accounts of revenue and expenditure and their presentation in a local budget which would reveal the financial state and thus facilitate allocation of available funds and their economical expenditure. Eventually it should be possible to provide for expenditure on the Protectorate as well as in the Settlement in a single budget to be balanced by contributions by the Indian and British Treasuries, assessed in relation to Political and Civil requirements.

5. The foregoing considerations lead, I submit, to the following deductions:—

(*a*) Imperial purposes, a joint concern of the British and Indian Governments, can be promoted by administrative development of Aden as a semi-detached unit under the Government of India.

(*b*) It is essential to this development, and would be politically advantageous, to extend the organization and raise the standards of local administrative services, particularly police, medical, and educational.

(*c*) The increased cost of services, to the extent that they are required to satisfy extra-settlement and political requirements, will form a reasonable charge against British funds.

(*d*) The successful achievement of (*a*) and (*b*) is dependent on British control and maintenance of the present number and quality of British officers (including a Judicial officer) in the local administration. To supplement their efforts the best available Indians (on deputation) are required for technical offices. Minor posts may increasingly be filled by local recruits.

6. As regards the financial results of these proposals I can only give a rough approximation as I have not been able to obtain the requisite data for an exact estimate. I understand that the cost of the military garrison at Aden, which was formerly about £530,000, will be reduced, under Air Ministry control, to about £300,000. Gross receipts from Aden and Indian revenues are about 8 lakhs of rupees. Future recurrent expenditure on administration I estimate to be about 12 lakhs, leaving a deficit of 4 lakhs, or £30,000, to be provided by India. The cost of the Protectorate, paid from Colonial Office vote, will remain at its present figure of about £30,000.

7. In discussing policy I have assumed that present relations, political and social, between the (Municipal) unit of Aden and the Protectorate will remain unchanged. That is as far as it is safe to anticipate immediately. But it will be evident that a successful evolution of our Protectorate system resulting in any considerable economic development in the Interior might strengthen political relationship and lead to Aden becoming an administrative capital as well as the metropolis of its Hinterland and the Hadhramaut. It would be short sighted, at the present stage, absolutely to ignore this contingency.

I have, &c.,
G. S. SYMES,
Resident.

The Secretary to the Government of India,
Foreign Department,
New Delhi.

C. 89276/31 [No. 33].

No. 12.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 7th September, 1931

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for the Colonies and begs to transmit to him copy of a letter from the Government of India on the subject of the civil administration of Aden.

Reference to previous correspondence: Letter from the India Office of the 5th August, 1931.*

Enclosure in No. 12.

(Confidential.) Political Department,
SIR, Bombay Castle, 5th August, 1931.

WITH reference to the correspondence ending with your telegram No. 1781-S, dated the 17th July, 1931, regarding the transfer of control over the Civil Administration of Aden, I am directed by the Governor-in-Council to forward herewith, for the information of the Government of India, copies of the question which was put by arrangement in the current session of the Legislative Council of Bombay on the 1st August, 1931, in accordance with the instructions contained in your letter dated the 7th July, 1931, and of the reply given to it by the Government of Bombay. No supplementary questions were asked. The M.L.Cs. evinced little or no interest in the matter.

I have, &c.,
C. W. A. TURNER,
Secretary to the Government of Bombay,
Political Department.

The Foreign Secretary to the Government of India,
Foreign and Political Department.

Copy of Question and Answer regarding the Civil Administration of Aden.

1. MAJOR W. ELLIS JONES: Will Government state the progress made in the consideration of the question of the transfer to the Government of India of control over the Civil Administration of Aden and indicate the attitude which they propose to adopt with regard to it?

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* C. 89276/31 [No. 30]: not printed.

The Honourable Sir Chulam Hussain: In reply to a question put by Mr. Husseinbhai Laljee in the second session of the Bombay Legislative Council, 1929, on the subject of the transfer of Aden control he was informed as follows:—

> "The question of the transfer has been mooted and is under discussion with the Government of India. While no decision has been arrived at regarding it the Government of Bombay consider that from the point of view of the administration of Aden and of the finances of the Presidency the scheme has considerable advantages."

Since then the Government of Bombay have been in correspondence with the Government of India on the subject. The administrative difficulties with which the Resident at Aden and the Government of Bombay have been confronted are summarized in paragraphs 2 and 6 of the memorandum of the Civil Administration of Aden, copies of which have been supplied to the members of the Legislative Council, the Press, and certain public bodies in Bombay. A copy of the memorandum is now placed on the Council table.

After consideration of various alternatives, the Government of Bombay have come to the conclusion that the most direct and satisfactory solution of the difficulties arising from divided control is that Aden while retaining its special connexion with the Bombay Government to whom it would look, as in the past, for a supply of officers and administrative personnel, should cease to form part of the Bombay Presidency, and should be formed into a Chief Commissionership under the direct control of the Government of India.

Before taking definite steps in this direction it was considered desirable to place all the implications of the position before the public specially interested in the matter and to that end the memorandum on Aden referred to above was prepared and issued to the Press, to all Members of this House and the Associations and bodies concerned both here and in Aden. Apart from the administrative difficulties which the present arrangement entails, and which are discussed in the memorandum, one of the main considerations for the Government of Bombay at the present time is dictated by the extreme financial stringency which makes it difficult to view with equanimity the probability of an extra two lakhs or more of expenditure being transferred almost immediately from Central to Provincial Revenues under the existing constitution. The delay in placing the full facts before the House has been mainly due to the fact that Aden has no separate budget and that it has been found necessary to prepare special *pro forma* accounts for the purpose.

Now that the financial position has been clarified the Government of Bombay, supported it is hoped by all responsible opinion in the Presidency, propose to press for the transfer of Aden at once under the powers vested in the Governor General in Council, with the approval of the Secretary of State, under Section 59 of the Government of India Act.

C. 39276/31 [No. 36].

No. 13.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 20th October, 1931.

The Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a question and answer for the Meeting of the Council of State on the subject of civil administration of Aden.

Reference to previous correspondence: Letter from the India Office of the 7th September, 1931.*

Enclosure in No. 13.

Question and Answer for the Meeting of the Council of State on the 15th September, 1931.

Question.

The Honourable Mr. N. M. Mehta: (*a*) Is it a fact that the Government of India are considering the question of the transfer of control of the civil administration of Aden from the Government of Bombay to the Government of India?

* No. 12.

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(*b*) If the answer to (*a*) above is in the affirmative, will Government be pleased to state the reasons underlying such a proposal?

Answer.

The Honourable Sir Charles Watson: (*a*) Yes.

(*b*) I cannot do better than repeat in this House the answer by the Bombay Government to a similar question in the Bombay Legislative Council on 1st August, 1931:—

> In reply to a question put by Mr. Husseinbhai Laljee in the second session of the Bombay Legislative Council, 1929, on the subject of the transfer of Aden control he was informed as follows:—
>
> > The question of the transfer has been mooted and is under discussion with the Government of India. While no decision has been arrived at regarding it the Government of Bombay consider that from the point of view of the administration of Aden and of the finances of the Presidency the scheme has considerable advantages.
>
> Since then the Government of Bombay have been in correspondence with the Government of India on the subject. The administrative difficulties with which the Resident at Aden and the Government of Bombay have been confronted are summarized in paragraphs 2 and 6 of the memorandum on the Civil Administration of Aden, copies of which have been supplied to the members of the Legislative Council, the Press, and certain public bodies in Bombay. A copy of the memorandum is now placed on the Council table.
>
> After consideration of various alternatives, the Government of Bombay have come to the conclusion that the most direct and satisfactory solution of the difficulties arising from divided control is that Aden while retaining its special connexion with the Bombay Government to whom it would look, as in the past, for supply of officers and administrative personnel, should cease to form part of the Bombay Presidency, and should be formed into a Chief Commissionership under the direct control of the Government of India.
>
> Before taking definite steps in this direction it was considered desirable to place all the implications of the position before the public specially interested in the matter and to that end the memorandum on Aden referred to above was prepared and issued to the Press, to all members of this House, and the Associations and bodies concerned both here and in Aden. Apart from the administrative difficulties which the present arrangement entails, and which are discussed in the memorandum, one of the main considerations for the Government of Bombay at the present time is dictated by the extreme financial stringency which makes it difficult to view with equanimity the probability of an extra two lakhs or more of expenditure being transferred almost immediately from Central to Provincial Revenues under the existing Constitution. The delay in placing the full facts before the House has been mainly due to the fact that Aden has no separate budget and that it has been found necessary to prepare special *pro forma* accounts for the purpose.
>
> Now that the financial position has been clarified the Government of Bombay, supported it is hoped by all responsible opinion in the Presidency, propose to press for the transfer of Aden at once under the powers vested in the Governor-General in Council with the approval of the Secretary of State, under Section 59 of the Government of India Act.

The Government of India have nothing to add to this reply except that they are in entire accord with the Government of Bombay. The memorandum referred to in it is placed on the table and has appeared in the Press.

C. 89276/31 [No. 37].

No. 14.

LIEUTENANT-COLONEL B. R. REILLY (RESIDENT, ADEN)

to

MR. H. R. COWELL (COLONIAL OFFICE).

(Confidential.)

MY DEAR COWELL, The Residency, Aden, 28th October, 1931.

I ENCLOSE copies of a demi-official letter from Howell (Foreign Secretary to the Government of India) on the subject of the proposed transfer of Aden from the Government of Bombay to the direct control of the Government of India, and of my reply.

I do not, of course, know what the new Indian constitution will be, but it is generally assumed that provincial autonomy will be granted, and, if so, the administration of the Bombay Presidency will be Indianised. In that case it would obviously be wrong for a predominantly Arab town with the Imperial and strategic value of Aden to continue to be included in it.

If the Central Government of India becomes entirely responsible to an Indian-elected body Aden should, in my opinion, be severed from India completely, and should be placed under the Colonial Office, but I am assuming that this will not be the case in the immediate future.

Aden is a small place, and I am rather afraid that the importance of this issue to its future and to Imperial interests may be overlooked when larger problems are under consideration. I trust that this will not happen.

Yours, &c.,
B. R. REILLY.

Enclosure 1 in No. 14.

MY DEAR WIGHTWICK, Simla, 25th September, 1931.

YOU are no doubt aware that in the recent session of the Bombay Legislative Council a question was put regarding the future of Aden, and a copy of the memorandum on the subject, which accompanied our letter dated the 23rd June, 1931, to you was laid on the table of the House The same procedure was followed here and gave rise to a number of supplementary questions which show that some sections at least of opinion in Bombay are still adverse to the proposed change. From Sir Cowasjee Jehangir I received copies of a representation from the Indian Merchants' Chamber in which no attempt whatever is made to meet the objections disclosed in the memorandum or to suggest any remedy beyond the hope that when Bombay is a wholly autonomous province the Ministers in charge of the administration will provide for all the needs of Aden. Those who like may believe this, but I cannot pretend to be one of their number. Meantime, I am writing to you to ask you to let me know what people in Aden think, and whether they are capable of giving any expression to their opinions. Seeing that the Indian population of Aden is, I believe, only about 10 per cent. of the whole, is it necessary that only their opinion should be considered? Are there no Somali and Arab merchants who have views on the subject? Before taking any action on this letter beyond the furnishing of information, please let me know what if anything, you would propose to do.

A copy of this letter is being forwarded to Turner, and a copy of your reply should also be sent to him.

Yours, &c.,
E. B. HOWELL.

Lieutenant-Colonel H. M. Wightwick,
Acting Resident and Commander-in Chief, Aden.

Enclosure 2 in No. 14.

MY DEAR HOWELL, The Residency, Aden, 17th October, 1931.

I RETURNED to Aden on the 4th of this month, and Wightwick has passed me your demi-official letter on the subject of the transfer of Aden to the Central Government.

2. You have asked—
(1) What people in Aden think.
(2) Whether they are capable of giving expression to their opinions.
(3) Is it necessary that only the opinion of the Indian population should be considered.
(4) Are there Somali and Arab merchants who have views on the subject.
(5) What (if anything) I propose to do.

3. With regard to (1), we must remember who the people of Aden actually are. According to this year's census the population is made up as follows :—

Europeans	1,145
Arabs	29,820
Somalis	3,935
Indians	7,287
Jews	4,120
Miscellaneous	331
	46,638

4. Of these the Indians alone appear to have any strong views about the transfer, and under the leadership of the Cowasji Dinshaws they have passed resolutions against the change. They are drawn mainly from Bombay, Gujerat, and Kathiawar, and this naturally leads them to favour continued connexion with the Bombay Presidency. Their leaders, the Cowasji Dinshaws and the Laljis, hope to gain an increased influence if Aden forms part of an autonomous Indian province, which they expect Bombay to become under the new constitution.

5. The Arabs on the whole are indifferent, although some of the leading members of the community who visited me this week told me that they had been disturbed by suggestions that the transfer to the Central Government is only a step towards administration by the Colonial Office, under which they fear that Aden might cease to be a free port. As far as I know this is an entirely groundless apprehension, and I have told them so. They said that if they were assured that the change was not intended to pave the way to the imposition of a Customs tariff which, in their opinion, would ruin the port, they would be in favour of direct control by the Central Government of India or by the Colonial Office, and one or two of them referred to Singapore and Hong Kong as places whose conditions are similar to those of Aden, and in which Colonial Office administration is successful and popular. They explained that, as far as the Arabs are concerned, the local distrust of Government under the Colonial Office is based on their acquaintance with the neighbouring Colony of British Somaliland, in which there is a burdensome tariff on imports. They also told me that it had been alleged that the transfer from Bombay would involve the discontinuance of the right of appeal in judicial cases to the Bombay High Court, and would give the Viceroy a right to transfer Aden to the Colonial Office at any moment that he wished. I told them that there was no foundation for either of these suggestions. Provided that they are satisfied on these points they appear to have no strong views one way or another, but one or two of them said that the Arabs would dislike an Indianised control to which Aden might be subjected if it remains attached to Bombay.

6. One of the leading Arab merchants, in a separate conversation with me, said that any fears that there were on the part of Arabs with regard to the change was based on a misunderstanding of what was intended. He said that he himself was puzzled by the term " Chief Commissioner," and did know what it meant. He said that in the absence of any explanation as to how the change would really affect the people of Aden, the Cowasji Dinshaws and other Indians had been able to spread false impressions and had thereby gained a degree of support which would not have been given to them if the proposal had been properly understood. I pointed out to him that several small territories in India, such as Delhi, Ajmer, and Coorg are Chief Commissionerships, and that the civil rights of their populations are no less than those of the inhabitants of the larger provinces. He suggested that the real implications of the transfer should be more clearly explained by the authorities, and that the reasons for the change should be stated fully and frankly and without any reservations, which only lead to suspicion. By this I understood him to mean that it is thought that there are *political* grounds for the measure as well as the financial and administrative reasons that have been published.

7. Apart from the Indians and the Arabs the other communities in Aden show no interest in Government's proposals.

8. As regards your second question, the Indians are at present the only people in Aden who are in the habit of giving organized expression to their opinions. They are politically far more advanced than the Arabs, who consequently often follow the lead, sometimes because they are under commercial and financial obligations to the leading Indian firms. The Arabs have, however, for the most part abstained from joining in the agitation against the transfer. Among 190 signatories to a resolution passed against it on the 27th of August, 1931, there were only 9 Arabs (none of whom are prominent members of the community), and the Arab members of the Board of the Port Trust and the Executive Committee of the Aden Settlement all voted in favour of the transfer. Copies of the various resolutions that have been passed by the local bodies and at public meetings have been forwarded to Government, and you will have seen that both the local bodies supported the proposals of Government.

9. As regards your third question, you will see from the census figures that the Indian population is now about 15 per cent. on the whole, but it is certainly not necessary that only their opinion should be considered. Aden is an Arab town, and, although the local Indian community has contributed very largely to its present prosperity and plays a leading part in its affairs, there is no reason why its views and its interests should over-ride those of the rest of the population. Many of Aden's problems are peculiar to itself and differ widely from those of towns in India. Educated Arabs look for their inspiration to Egypt, Palestine, and 'Iraq rather than to India, and the language, habits, and mental outlook of the bulk of the population make it incongruous to include it in an Indian province which is passing increasingly under Indian control. In my opinion Imperial interests also forbid its inclusion in an autonomous province such as Bombay may become. The position of Aden appears to me to be in many ways analogous to that of Burma, for which the necessity of separate and special treatment has been accepted without question. The opposition to the transfer is, I think, largely fictitious, and I trust that undue weight will not be given to it.

10. Your fourth question is answered by what I have written above.

11. As regards your fifth question I suggest that the actual effects of the change should be more clearly explained to the public of Aden either by a Government *communiqué* or by myself personally. For instance, the administrative, financial, and judicial system in a Chief Commissionership might be outlined shortly and clearly in a manner that would remove apprehensions founded on ignorance and misunderstanding. One of the questions that I have been asked is whether the powers of a Chief Commissioner approximate to any extent to those of a local government, and I should be glad to be in a position to reply to this and other inquiries such as those that I have mentioned in this letter. I am convinced that with a proper understanding of the intentions of Government the transfer will be approved by all educated opinion in Aden with the exception of members of the Indian community whose individual interests link them in a special way to Bombay.

12. I am sending a copy of this letter to Turner.

Yours, &c.,
B. R. REILLY.

E. B. Howell, Esq., C.S.I., C.I.E.,
Foreign Secretary to the Government of India,
New Delhi.

C. 89276/31 [No. 39].

No. 15.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

(Confidential.)

Downing Street, 28th November, 1931.

DEAR LAITHWAITE,

I ENCLOSE a copy of a letter* which we have recently received from Colonel Reilly regarding the future of Aden in relation to India as it is likely to be under the new Constitution.

The demi-official letter from the Foreign Secretary to the Government of India to which Reilly refers constituted the second enclosure to your official letter sent to us

* No. 14.

on 9th November, and a copy of his reply* (which you may not have yet seen), is also enclosed.

I know that at the moment you are very busy with the Round Table Conference, but when you can spare time we should be glad to have any observations you may wish to offer on Reilly's letter.

Yours, &c.,
H. R. COWELL.

C. 97879/32 [No. 3].

No. 16.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 23rd January, 1932.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for the Colonies, and begs to transmit to him copy of a letter from the Government of India on the subject of control of civil administration of Aden.

Reference to previous correspondence: Letter from India Office of the 5th January, 1932.†

Enclosure in No. 16.

GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT.

To Secretary of State for India,
London.

Camp Calcutta, 19th December, 1931.

OUR telegram dated 2nd December, No. 2929-S. Aden.

2. Minutes of Proceedings of occasion when deputation was received by His Excellency have no doubt by now reached you. We have now considered case in Council and decided, subject to the consent of our colleague, the Finance Member, who desires to satisfy himself further as to financial implications of proposed transfer, that necessary steps for transfer of control of civil administration of Aden from Government of Bombay to Government of India, and for its conversion into a Chief Commissionership should proceed.

3. These measures though, we understand, acceptable to His Majesty's Government require their formal consent. We should be glad to have this and your authority to proceed on lines indicated. If possible we should like to set up new form of Aden administration at beginning of next financial year.

E. B. HOWELL,
Secretary to the Government of India.

C. 97879/32 [No. 4].

No. 17.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 19.]

SIR,

Whitehall, London, S.W.1, 16th February, 1932.

I AM directed by the Secretary of State for India to refer to the express letter from the Government of India dated the 19th December, 1931, copy of which was forwarded with this Office printed letter of the 23rd January,‡ regarding the transfer of control of the civil administration of Aden from the Government of Bombay to the Government of India. I am now to enclose a copy of a telegram§ since received from the Government of India, stating that their financial colleague, Sir G. Schuster, concurs in the proposal, and that the formal consent of His Majesty's Government is awaited.

The Secretary of State proposes to approve the recommendation of the Government of India in principle, on the understanding that the notification by the Governor General in Council under Section 59 of the Government of India Act will be submitted to him in draft before issue, and that no change is contemplated either in the terms

* Enclosure 2 in No. 14.
† C. 97879/32 [No. 2]: not printed.
‡ No. 16.
§ Not printed.

of service of the Resident or in the present system whereby, as a general rule, the appointment of the Resident is made alternately from the Indian and Colonial Services.

I am to inquire whether any objection to this proposal is felt by the Secretary of State for the Colonies. The favour of an early reply is requested, since the Government of India desire to introduce the change at the beginning of the financial year.

I am, &c.,
J. C. WALTON.

C. 97879/32 [No. 6].

No. 18.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 19th February, 1932.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a telegram from the Government of India on the subject of the transfer of control of Aden.

Reference to previous correspondence: Letter from the India Office of the 16th February, 1932.*

Enclosure in No. 18.

FROM SECRETARY OF STATE TO GOVERNMENT OF INDIA, DATED 17TH FEBRUARY, 1932.
TELEGRAM.

522. FOREIGN and Political Department. Your express letter 19th December, and telegram 26th January, 283. Aden I approve, but would be glad to see draft notification before issue. I assume no change is contemplated in terms of service of Resident or in present system of alternate appointment from Indian and Colonial Services.

C. 97879/32 [No. 5].

No. 19.

COLONIAL OFFICE to INDIA OFFICE.

SIR, Downing Street, 25th February, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge the receipt of your letter of the 16th of February,* regarding the transfer of control of the civil administration of Aden from the Government of Bombay to the Government of India and, in confirmation of telephone message on the 19th February, to inform you that, so far as this Department is concerned, there is no objection to the transfer provided that the financial and administrative arrangements for the Government of Aden remain unaltered.

2. Action will no doubt be taken by the India Office in due course to inform the Treasury, and the Air Ministry of the change.

I am, &c.,
H. R. COWELL.

C. 97879/32 [No. 7].

No. 20.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 29th February, 1932.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for the Colonies, and begs to transmit to him copy of a telegram from the Government of India on the subject of the transfer of control of Aden.

Reference to previous correspondence: Letter from the India Office of the 19th February, 1932.†

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* No. 17. † No. 18.

Enclosure in No. 20.

FROM GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Received 9.15 a.m., 27th February, 1932.)
TELEGRAM.

27TH FEBRUARY. No. 647. Your telegram of 17th instant, 522, Aden.

2. Assumption correct. Please see paragraph 5 of our air mail letter dated 15th February.

C. 97879/32 [No. 11].

No. 21.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 21st March, 1932.)

(No. 39.)

SIR, The Residency, Aden, 9th March, 1932.

I HAVE the honour to forward extracts from a letter which I have addressed to the Government of Bombay on the subject of the transfer of Aden to the direct control of the Government of India and its consequent formation into a Chief Commissionership, with a copy of the draft notification which I have submitted for approval.

2. It will be seen that I have assumed that the designation Chief Commissioner will not supersede, but will be in addition to, that of Resident and Commander-in-Chief, which I hold by appointment by His Majesty the King, and under which I am responsible for the control of the Aden Protectorate as well as of the territory which is now being formed into a Chief Commissionership under the Government of India, and that I have asked for a decision on this point which concerns His Majesty's Government as well as the Government of India.

3. The title of Resident is old established and is familiar to the Chiefs and people of the Protectorate, which will not be included in the new Indian Chief Commissionership. I recommend that it be retained, unless His Majesty's Government wish to revive the proposal that the title Governor be adopted. The latter designation would locally be regarded as appropriate as it is used in neighbouring foreign colonies and in the British Somaliland Protectorate, which are of comparable size and importance to Aden and the Aden Protectorate. The former objection to it, namely, that Aden was subordinate to the Governor of Bombay (*vide* paragraph 23 of the India Office Print No. B. 424, P.Z. 1471/31), will cease to exist when the Settlement is transferred to the direct control of the Government of India.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 21.

EXTRACTS FROM LETTER No. C. 152, DATED 5TH MARCH, 1932, FROM LIEUTENANT-COLONEL B. R. REILLY, C.I.E., O.B.E., RESIDENT AND COMMANDER-IN-CHIEF, ADEN, TO THE SECRETARY TO GOVERNMENT, POLITICAL DEPARTMENT, BOMBAY.

I HAVE the honour to refer to Government telegram No. 5997A, dated the 18th February, 1932, and my telegram No. C. 116, dated 19th February, 1932, and to state that the Government of India express letter referred to therein was received by the mail which arrived here on the 24th February last.

2. In reply to paragraph 2 (i) of the express letter, I enclose a draft notification under Section 59 of the Government of India Act, 1919, prepared on the analogy of that issued in the case of Delhi (*vide* "Government of India Gazette," Part I, dated 21st September, 1912, page 1015).

* * * * * * * * * * *

6. I assume that the designation Chief Commissioner will not supersede, but will be in addition to, that of Resident and Commander-in-Chief, which I hold by appointment by His Majesty the King (*vide* the Government of India, Foreign and Political Department, Notification No. 127E, dated 5th March, 1931), and under which I am responsible for the control of the Aden Protectorate as well as of the

territory which is now being formed into a Chief Commissionership. I shall be glad to be given a decision on this point which concerns His Majesty's Government as well as the Government of India.

The present designation of Resident and Commander-in-Chief was adopted on the recommendation of the Aden Standing Committee recorded in paragraph 23 of the India Office Print No. B. 424, P.Z. 1471/31. It will be seen that the decision was then affected by the fact that Aden was subordinate to the Governor of Bombay, which will now no longer be the case. In the circumstances the Colonial Office may wish to revive their proposal that the title of Governor be adopted. This designation is used in the adjacent territories of Eritrea and British, French, and Italian Somaliland, which are comparable in importance with Aden and the Aden Protectorate.

I suggest that the nomenclature of officers exercising powers in Aden under the various statutes there in force be considered when the new designation of the Resident and Commander-in-Chief has been decided.

* * * * * * * * * *

Draft Notification.

In exercise of the powers conferred by Section 59 of the Government of India Act, 1919 (9 and 10 Geo. 5, Ch. 101), and with the sanction and approbation of the Secretary of State for India, the Governor General in Council is pleased to issue the following Proclamation :—

Proclamation.

The following territory, which is now included within the Bombay Presidency, namely :—

the Settlement of Aden and its dependencies inclusive of the villages of Shaikh Othman, Imad, and Hiswa, Little Aden and the island of Perim,

shall, on and from the 1st day of April, 1932, be taken under the immediate authority and management of the Governor General of India in Council and formed into a Chief Commissionership, to be called the Chief Commissionership of Aden; and Lieutenant-Colonel B. R. Reilly, C.I.E., O.B.E., Resident and Commander-in-Chief at Aden, is hereby appointed to be the Chief Commissioner of Aden, with effect from that date.

C. 97879/32 [No. 12].

No. 22.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 23rd March, 1932.

THE Under-Secretary of State for India presents his compliments to Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the Resident, Aden, on the subject of separation of Aden from Presidency of Bombay.

Reference to previous correspondence: Letter from the India Office of the 29th February, 1932.*

Enclosure in No. 22.

MY DEAR REILLY, New Delhi, 25th February, 1932.

PLEASE see your demi-official letter dated the 23rd January, 1932.

2. The Government of India approve of the draft statement with certain verbal alterations as in the attached copy, and agree that it may be published by you when the decision about the transfer of Aden is announced.

3. A copy of this letter and of the enclosure is being sent to the Government of Bombay.

Yours, &c.,
E. B. HOWELL.

Lieutenant-Colonel B. R. Reilly, C.I.E., O.B.E.,
Resident and Commander-in-Chief, Aden.

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* No. 20.

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Draft Statement.

IT has been decided to separate Aden from the Presidency of Bombay and to form it into a Chief Commissionership under the direct control of the Government of India. The reasons for this change are administrative and financial. Hitherto the control of Aden has been divided between the Provincial Government of Bombay and the Government of India some departments of administration being managed and financed by the one, and some by the other Government, and some by both jointly and all official correspondence with the Government of India has necessarily passed through the Government of Bombay. This has resulted in inconvenience and delay without any compensating advantages. The concentration of administrative control and financial responsibility in the Government of India is calculated to simplify greatly the work of administration.

As a Chief Commissionership, Aden will have the status of a minor local Government, and the Chief Commissioner will be vested with some of the powers which had hitherto been reserved to the local Government in Bombay.

There will be no change in the judicial system which now prevails, and the High Court of Bombay will continue to exercise the same functions with regard to Aden as it has hitherto. Nor will the commercial or business interests of the place be affected in any way by the change, which is one of administrative and financial convenience, and which is not intended to involve any larger issues.

C. 97879/32 [No. 17].

No. 23

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 24.]

SIR, Downing Street, 6th June, 1932.

WITH reference to your letter of the 13th April,* I am directed by Secretary Sir Philip Cunliffe-Lister to transmit to you, to be laid before Secretary Sir Samuel Hoare, a copy of a despatch† from the Resident at Aden on the subject of the transfer of Aden to the direct control of the Government of India, and its consequent formation into a Chief Commissionership.

2. As regards the last paragraph of Colonel Reilly's despatch, Sir Philip Cunliffe-Lister does not think that there would be any advantage in reconsidering the title of Resident with a view to introducing the designation of Governor, more especially as the title of Governor is not now to be used in British Somaliland.

I am, &c.,
H. R. COWELL.

C. 97879/32 [No. 20].

No. 24.

INDIA OFFICE to COLONIAL OFFICE.

SIR, Whitehall, London, S.W.1, 1st July, 1932.

IN reply to your letter of 6th June,‡ I am directed by the Secretary of State for India to forward, for the information of the Secretary of State for the Colonies, copy of a letter from the Government of India dated 26th May, on the subject of the style of the Chief Commissioner at Aden, and to say that he agrees, in the light of the Government of India's views, that it is unnecessary to consider the introduction of the designation of Governor, and that the simplest course would appear to be that the Chief Commissioner should continue to be designated in addition Resident and Commander-in-Chief.

I am, &c.,
J. C. WALTON.

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* C. 97879/32 [No. 16]: not printed. † No. 21. ‡ No. 23.

Enclosure in No. 24.

Civil Administration of Aden.

Dated Simla, the 26th May, 1932.

SIR,

I AM directed to refer to paragraph 2 of letter from the Government of Bombay, No. 5997-B, dated the 16th March, 1932, and to paragraph 6 of letter from the Resident and Commander-in-Chief, Aden, No. C.152, dated the 5th March, 1932, copies of which were forwarded with Foreign Secretary's weekly letter (air mail) No. 42-(A)M, dated the 19th-21st March, 1932.

2. Two questions are there raised. Firstly, whether the Chief Commissioner should continue to be designated Resident and Commander-in-Chief, secondly, whether the proposal to designate him Governor should be revived.

As regards the first question, I am to say that the Government of India see no objection to his retaining the title of Resident and Commander-in-Chief, since he will continue to be responsible for the control of the Aden Protectorate. They do not on the other hand consider that it would be appropriate to give him the title of "Governor" so long as Aden remains a part of British India. As the Secretary of State is aware Indian opinion is strongly opposed to the removal of Aden from the control of the Government of India, and a change in the designation of the Chief Commissioner to Governor would probably be interpreted as foreshadowing a change of control, which is not contemplated.

I have, &c.,
H. A. F. METCALFE,
Foreign Secretary to the Government of India.

The Under-Secretary of State for India,
Political Department,
India Office.

(ii) Financial.

C. 79274/30 [No. 6].

No. 25.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 27.]

Downing Street, 7th February, 1930.

SIR,

I AM directed by Lord Passfield to refer to Mr. Walton's letter of the 11th of September,* regarding the allocation between British and Indian funds of certain items of divisible expenditure incurred in Aden and to convey to you Lord Passfield's views on the various points raised in that letter and its enclosures.

Item 1 (a) *of the enclosure—Payments to the Sultan of Lahej.*

Lord Passfield notes that the Government of India and His Majesty's Government are now in agreement on this matter.

Item 1 (b) *of the enclosure—Extent of political duties.*

Lord Passfield notes that the Government of India accept the recommendation of the Resident in regard to the allocations of the items under this head. These allocations have been provisionally accepted in the Colonial Office, but the Secretary of State would be glad to be informed of the reason of the charge to "Political" of one-eighth of Item 13A, "Treasury Leave Salary," and one-third of Items 16 and 17—Travelling Allowance and Passage Concession to Residency and Treasury Establishments—whereas only 1/35th of the Item 13A, "Treasury Office," is so charged, and no part of the cost of the Residency Office (vide Statement C accompanying the letter from this Department of 28th June, 1928†). In this connexion it is noted that the remarks of the Resident on the Item 13A in his despatch to the Bombay Government of 8th September, 1928, enclosed in the letter from the India Office of 28th November, 1928,‡ do not appear to accord with the facts of the case.

* No. 57 in Middle East No. 32. † C. 59274/28 [No. 15]: not printed.
‡ No. 52 in Middle East No. 22.

In addition it is noted that, in the actual accounts of Aden expenditure submitted by the Government of India, Item 15, "Travelling Allowances to Political Officers, &c.," has been divided in the same manner as the pay of the officials concerned and Lord Passfield agrees that this is a more satisfactory basis than that originally proposed by the Colonial Office. This new basis has been inserted on the revised Statement C attached and it is suggested that a similar basis be adopted for Item 14, "Conveyance Allowance."

Item 2 (a) *of the enclosure—Ratio of expenditure.*

Lord Passfield has given his consideration to the desirability or otherwise of allocating (say) 2/7ths of the total divisible expenditure to British funds, but has come to the conclusion that, in all the circumstances, it would appear desirable to continue on the same basis as that adopted for the 1927/28 and 1928/29 expenditure, namely, an agreed allocation of each individual head of expenditure. He trusts that the Secretary of State and the Government of India may be moved to agree to this basis.

Item 2 (b) *of the enclosure—Variations in divisible expenditure.*

Lord Passfield confirms that His Majesty's Government will be prepared to meet their agreed share of any excess divisible expenditure sanctioned by the Indian Government within the agreed limit of 15 per cent. of the total even if only a 10 per cent. margin has been allowed for on the Colonial and Middle Eastern Services Vote.

Item 2 (c) *of enclosure and of Mr. Walton's letter. Non-effective charges.*

Reference is requested to the comments under Item 2 (*a*) above. If the allocation of each head of expenditure is agreed, it is assumed that the Government of India will continue to claim for non-effective charges on the basis of an agreed proportion of the actual expenditure on the emoluments of the officials concerned except as regards the Resident in whose case a separate agreement has been reached to the effect that each Government should bear the cost of pension of its own Resident. There appears therefore to be no advantage in attempting to arrive at a round sum claim in respect of these charges (*i.e.*, Leave and Pension Contributions of the Officers, Clerks, and Menials).

Item 3 *of the enclosure and of Mr. Walton's letter. Leave pension and passage contributions.*

Lord Passfield understands that the basis of the Indian Government's claims for 1927/28 and 1928/29 in respect of (*a*) Leave and Pension Contributions, and (*b*) Passage Contribution of Indian Government personnel on loan to Aden is as follows:—

(*a*)	Officers	40 per cent.
	Clerks	1/6th
	Menials	1/16th
(*b*)	Officers	Rs. 50 per mensem.
	Clerks, Menials	Actuals.

and he has provisionally accepted this basis for those years. It is understood, however, that the above rates were revised as from 1st March, 1929, and that the Government of India are prepared to apply these new rates retrospectively where they would be more favourable to His Majesty's Government. The Secretary of State would be glad to learn in due course what action is being taken in the matter and also to be informed of the new rates applicable to the staff at Aden.

The proposal as regards the incidence of cost of the passages to and from Aden of Residents appointed from the Indian Service is receiving consideration separately, and a further letter will be addressed to you as soon as possible.

Item 4 *of the enclosure and of Mr. Walton's letter. Travelling Expenses of Civil Administrator, Kamaran.*

As it appears that no expenditure has so far been incurred under this head in the years 1927/28, 1928/29 and 1929/30, it is not proposed to make any further provision for this service in the Colonial and Middle Eastern Services Vote.

Item 5 *of the enclosure. Payment to Sultan of Lahej.*

Lord Passfield notes that the Secretary of State for India in Council is prepared to agree that the final incidence of this expenditure shall be left to be settled in connexion with other war questions which are outstanding with His Majesty's Govern-

ment. In the meantime the expenditure has not been accepted as a charge against the Aden Sub-head of the Colonial and Middle Eastern Services Vote.

Item 6 (a) *of the enclosure and of Mr. Walton's letter. Travelling allowances of Resident.*

Lord Passfield now confirms the agreement arrived at at the 12th Meeting of the Aden Standing Committee,* viz., that a moiety of the Resident's travelling allowance shall be borne on British funds.

Item 6 (b) (i) *and* (ii) *of the enclosure and of Mr. Walton's letter. Share of cost of Ships.*

It is noted that the Indian Government has now accepted as chargeable to Indian funds, expenditure amounting to Rs. 1,28,694 incurred prior to 1st April, 1927, and that the Secretary of State for India suggests that the question of the incidence of charge of the sum of Rs. 14,620 incurred after 1st April, 1927, is to be left over for separate disposal. Lord Passfield agrees with this suggestion.

Item 6 (b) (iii) *of the enclosure* relating to the allocation of "Contingent Expenditure" or "Contract Contingencies."

Lord Passfield notes that the Indian Government have claimed against His Majesty's Government during 1927/28 and 1928/29 on the basis of one-quarter of this expenditure and, in the absence of any detailed information regarding this basis, he has accepted it subject to any settlement which may hereafter be arrived at. He would be glad, however, if the Resident could be asked to forward his views on this basis of allocation and supply a detailed statement showing the grounds on which he arrives at his recommendations.

I am to enclose herewith a revised statement† showing the present position regarding the allocations of the various heads of divisible expenditure.

I am, &c.,
H. R. COWELL

C. 79274/30 [No. 14].

No. 26.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 19th May, 1930.)

(No. 100.)

The Residency, Aden, 6th May, 1930.

MY LORD,

WITH reference to paragraph 2 of this Office despatch No. 92 dated the 11th June, 1929,‡ I have the honour to forward, for Your Lordship's information, copies of correspondence conveying an instruction by the Government of Bombay that the accounts of the Aden Armed Police should be submitted to the Accountant-General, Bombay, with effect from 1st April, 1930, instead of to the Colonial Office.

I have, &c.,
G. S. SYMES,
Resident, &c.

Enclosure 1 in No. 26.

Bombay, the 16th August, 1929.

SIR,

Subject:—*Accounts.*

Submission of ..... of Pay T.A. and contingent charges of the Aden Armed Police direct to the Colonial Office.

WITH reference to Government, Home Department, letter of 29th July, 1929, on the above subject in reply to this Office letter of 2nd July, 1929, I have the honour to invite a reference to Government, Home Department, letter of 12th July, 1929, on the question of the status of the Aden Armed Police, and to request to be informed whether the question has been finally settled. For, so long as the Government of

* No. 12 in Middle East No. 22. † Enclosure 2 in No. 58 in Middle East No. 22.
‡ C. 69274/29 [No. 39]: not printed.

Bombay is the controlling authority for all the Police Force in Aden as stated in the letter, the services of the men forming Aden Armed contingent will be treated as lent to the Colonial Government and leave and pension contribution on their account will be recoverable from that Government, as pointed out in this Office letter of 10th June, 1929. Thus in the event of the submission of the Accounts of the Aden Armed Police direct to the Colonial Office, *vide* orders in the letter under reference the material on which to base the leave and pension contributions on their account will not be available here. The Treasury Officer, Aden, has, therefore, been instructed to furnish the figures of expenditure on account of pay, &c., of the men for working out the necessary contribution pending decision of the above question and to submit the accounts of the Aden Armed contingent direct to the Colonial Office.

I would, therefore, request that the final decision on the question of the status of the Aden Armed Police may be communicated to this office at a very early date.

I have, &c.,
P. G. SHAH,
Deputy Accountant-General.

The Secretary to Government,
Home Department, Secretariat,
Bombay.

16th August, 1928.

Copy forwarded to the Treasury Officer, Aden, in continuation of this Office letter of 28th June, 1929, with an intimation that the accounts from September, 1929, onwards of the Aden Armed contingent should be sent direct to the Colonial Office and a statement of the amounts on account of pay, &c., of the whole Police Armed Force should be forwarded to this Office to enable leave and pension contribution to be worked out.

(Sd.)
Assistant Accounts Officer.

Enclosure 2 in No. 26.

Government of Bombay,
Home Department,
22nd February, 1930.

Subject:—*Aden Armed Police Contingent.*

WITH reference to the concluding paragraph of your letter dated the 3rd February, 1930, on the subject noted above, I am directed to inform you that the Government of Bombay are responsible for the Administrative control of the Armed Police contingent in Aden.

2. I am to add that Government agree with you that as you are required to audit the expenditure in respect of the Aden Armed Police contingent you must have the Vouchers and that the most you can do is to furnish the Home Government with a statement of the expenditure with as much detail as they require and to append a certificate under your signature that the charges have been duly audited. I am to suggest that you will be so good as to explain to the Accountant-General, India Office, London, the difficulty involved in the transmission of Vouchers to him and to inform him at the same time that the procedure mentioned above appears to be the only solution in the circumstances.

True copy.
For Superintendent Record Department,
Accountant-General's Office, Bombay.

Enclosure 3 in No. 26.

Bombay, the 4th April, 1930.

SIR,

Subject:—*Accounts.*

Submission of ..... of Pay T.A. and contingent charges of the Aden Armed Police.

I HAVE the honour to enclose herewith a copy of Government, Home Department, letter dated 22nd February, 1930, and to state that it has since been decided

that the accounts of the Aden Armed Police should be audited by me and the Vouchers recorded in my office in view of the control of that establishment vesting in the Local Government.

I have to request you, therefore, to treat the instructions on the above subject, contained in my letter dated 16th August, 1929, as cancelled and to submit to me regularly hereafter the accounts of the Aden Armed Police beginning with the accounts for April, 1930, as was being done prior to the issue of the above letter.

I have, &c.,
J. C. NIXON,
Accountant-General.

The Treasury Officer,
Aden.

Aden, the 10th April, 1930.

Copy forwarded with compliments to the First Assistant Resident, Aden, with reference to his endorsement dated the 13th August, 1929.

(Sd.)
Captain,
Treasury Officer, Aden.

C. 79274/30 [No. 20].

No. 27.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 32.]

India Office, Whitehall, London, S.W.1,
29th July, 1930.

SIR,

I AM directed by the Secretary of State for India in Council to refer to Mr. Cowell's letter of the 7th February last,* regarding the allocation between Indian and British funds of items of divisible expenditure incurred in respect of Aden, which has in the meantime been the subject of demi-official correspondence and discussion, and to suggest that with effect from the 1st April, 1930, the accounts of this expenditure on which the claims on the Colonial Office are based, usually referred to as Statement C, should be compiled according to the summary—Enclosure A—herewith. It will be observed that, as regards the majority of the items, this summary reproduces the agreement that has been reached between this Office, the Colonial Office, and the Government of India. As full details have been afforded in demi-official correspondence, elaboration of the proposal is not now attempted.

The Secretary of State in Council suggests for the consideration of Lord Passfield that the proposed arrangement should hold good for three years, *i.e.*, to 31st March, 1933, and be subject to review at triennial intervals, but should not be regarded as precluding consideration of any changes appearing desirable as the outcome of alteration of policy.

As a complement to this proposal it is suggested that no adjustment, other than of accounting errors such as have been pointed out from time to time, should be effected as regards the claims rendered for the three years 1927-28, 1928-29 and 1929-30, investigation having established that overcharges against your Department under some items are approximately counterbalanced by undercharges in other directions. This proposal is subject to the proviso that the contribution for leave and pension, which were revised in the case of civil personnel from 1st March, 1929, and are to be revised in the cases of military officers from a date not yet known, should be adjusted accordingly in the normal course. It is also intended that any adjustment required in respect of the charge for leave passage contribution, on account of the Resident, appearing in the accounts for 1927-28 and 1928-29 and of the charge on account of the Station Ship in the account for 1927-28 should be effected separately, these items being under independent consideration.

I am, &c.,
J. G. LAITHWAITE.

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* No. 25.

Enclosure in No. 27.

Statement 2.

Enclosure A.

ADEN DIVISIBLE EXPENDITURE. (ORIGINALLY REFERRED TO AS "STATEMENT C.")

	Item.	*Political Proportion.*	*Remarks.*
1.	Pay of Resident	½	
7.	Aide-de-Camp	½	Where officer drawn from the Indian Services appropriate contributions for leave, pension, and passage leviable.
8.	Assistant Resident, Perim ..	¼	Ditto.
10.	Civil Surgeon	⅙	
11.	Superintendent, Office Establishment.	¼	Leave salary is a direct charge, contribution levied for pension only.
12.	Residency Office:—		
	Arabic Branch	Whole.	
	Confidential Section ..	¾	
	Remainder	Nil.	
13a.	Treasury	$\frac{1}{375}$	
	Leave Salary	*To follow pay of personnel concerned.	*Should sub-division according to the branch of the establishment be impossible, the proportion of ⅗ths "Political" to be adopted.
14.	Conveyance allowance	Follows "pay"	No charge appears in statement, apparently as allowance is confined to officers whose pay is not divisible.
15.	Travelling allowance of Political Officers.	Do.	Includes allowances payable to Surgeon and Superintendent, &c., and does not include allowances payable to Assistant Residents.
	Sumptuary allowance of Resident	½	
16.	Travelling Residency and Treasury Establishments.	*To follow pay of personnel concerned.	*See note above under "Leave Salary."
17.	Passage concessions to Residency and Treasury Establishments.	*Do.	*Ditto.
18.	House Rent:—		
	Superintendent	¼	
	Confidential Clerk	¾	
21.	Contract contingencies:—		
	Contract contingencies of Residency Office.	2/7	
	Contract contingencies of Treasury Office.	$\frac{1}{35}$	
	Residency gig	½	
	Electricity	½	
	State car	½	
	Telegram and Postage charges	½	
	Sanitary taxes	½	
	Rent of furniture	½	Not alluded to in Government of Bombay's letter of 25th January, 1930, nor Colonial Office letter of 31st March, 1930, but charged in 1929-30 statements.

Note.—Pension, leave, salary, and passage contributions where leviable are divided in same ratio as pay.

C. 79274/30 [No. 24].

No. 28.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 30.]

SIR, Downing Street, 21st August, 1930.

I AM directed by Lord Passfield to refer to Sir R. V. Nind Hopkins' letter of the 26th of November last (S. 21238/02),* regarding the basis of allocation of certain expenditure in Aden, and to request you to inform the Lords Commissioners of the Treasury that this matter has been the subject of protracted official and semi-official correspondence between this Department and the India Office, but that agreement has at last been reached on what appears to be an equitable basis of allocation of each individual head of divisible expenditure.

2. I am to explain that, during the initial three years 1st April, 1927, to 31st March, 1930, the claims received from the India Office in respect of the share of His Majesty's Government of the divisible expenditure have followed in the main the basis agreed to by Their Lordships in Sir R. V. Nind Hopkins' letter of 26th July, 1928 (No. S. 21238/02),† but certain heads of expenditure have been allocated on a slightly different basis and, as will be observed from the enclosed Statement 3,‡ His Majesty's Government would be overcharged with a sum of Rs. 694 or £52 1s., were the basis now agreed upon applied as from 1st April, 1927. In view of the smallness of this amount and in order finally to close the accounts for the past three years, I am to request that Their Lordships may be moved to give Their covering sanction to the action taken in accepting the claims from the India Office for those years on a basis which differed slightly both from the originally agreed basis and from that now agreed upon.

It is presumed that, in the event of this sanction being given, no note will be required in the Appropriation Account of the Vote for Colonial and Middle Eastern Services, 1929.

3. As regards the basis of division in the future, I am to transmit for Their Lordships' consideration a copy of a letter from the India Office dated 29th July, 1930,§ and the enclosure thereto (Statement 2), from which Their Lordships will observe that the Secretary of State for India proposes that the basis of allocation now agreed upon between the two Departments should be adhered to for the three years to 31st March, 1933, and, thereafter, be subject to review at triennial intervals, but that this arrangement should be liable to reconsideration, if desirable, as the outcome of alteration of policy. I am to say that Lord Passfield agrees with the proposals in Mr. Laithwaite's letter and requests Their Lordships' sanction to inform the India Office accordingly.

4. The question referred to at the end of Mr. Laithwaite's letter regarding the passage contribution on account of the Resident has also been settled and will form the subject of separate correspondence. Lord Passfield proposes to await receipt of a further letter from the India Office on the subject of the charge in the account for 1927-28 relating to the Station Ship before expressing any opinion on the matter. So far, no payment has been made from the Votes of this Department on account of this charge.

5. I am to enclose for Their Lordships' information a Statement No. 1, showing, in a convenient summarized form, the accepted basis of allocation of the various heads of divisible expenditure to 31st March, 1930, and the proposed basis as from 1st April, 1930.

I am, &c.,
H. R. COWELL.

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* No. 59 in Middle East No. 22. † No. 49 in Middle East No. 22. ‡ Not printed.
§ No. 27.

Enclosure in No. 28.

Statement No. 1.

STATEMENT SUMMARIZING THE BASES OF ALLOCATION AS BETWEEN HIS MAJESTY'S GOVERNMENT AND THE GOVERNMENT OF INDIA OF THE VARIOUS ITEMS OF DIVISIBLE EXPENDITURE TO 31ST MARCH, 1930, AND THE PROPOSED BASES AS FROM 1ST APRIL, 1930.

Service.	*Allocation to "Political" in the Accounts for the 3 Years, 1st April, 1927, to 31st March, 1930.*	*Proposed allocation to "Political" in the Accounts for the 3 Years, 1st April, 1930, to 31st March, 1933, as agreed upon between the India Office and Colonial Office.*
1. RESIDENT. (*a*) Pay	½	(*a*) ½.
(*b*) Pension Contribution	Nil. Each Government pays the pension of its "own" Resident	(*b*) Nil.
(*c*) Leave Pay	⅓ of actual pay	(*c*) ⅓.
(*d*) Cost of Passages	½ of Rs. 50 *per mensem* to 15th July, 1928. This allocation is under separate consideration. In addition His Majesty's Government paid ½ cost of Sir S. Symes' passage allowance on appointment in July, 1928.	(*d*) Will form the subject of a separate letter.
2. RESERVIST. (*a*) Pay	⅕; 1927-28 and 1928-29. Nil in 1929-30. (*See* Statement 3)	(*a*) Nil. The Reservist does not act for the 2nd Assistant Resident.
3. AIDE-DE-CAMP. (*a*) Pay	½	(*a*) ½.
(*b*) Pension Contribution	½ of 40 per cent. of pay	(*b*) ½ of appropriate rates if seconded from a Parent Service.
(*c*) Leave Contribution	1927-28 only. Nil in 1928-29 and 1929-30. Not seconded from India.	(*c*) ½ of actuals or as at (*b*).
(*d*) Passage Contribution	½ of Rs. 50 *per mensem*	(*d*) ½ of actuals or as at (*b*).
4. ASSISTANT RESIDENT, PERIM. (*a*) Pay	¼	(*a*) ¼.
(*b*) Pension Contribution	¼ of 40 per cent. of pay in 1927-28 and 1928-29. Nil in 1929-30. Not seconded from India.	(*b*) ¼ of appropriate rates if seconded from a Parent Service.
(*c*) Leave Contribution		(*c*) ¼ of actuals or as at (*b*).
(*d*) Passage Contribution	¼ of Rs. 50 *per mensem* in 1927-28 and 1928-29. Nil in 1929-30.	(*d*) ¼ of actuals or as at (*b*).
5. CIVIL SURGEON. (*a*) Pay	⅕	(*a*) ⅕.
(*b*) Pension Contribution	⅕ of 40 per cent. of pay to 23rd November, 1928; 25 per cent. from 5th November, 1928 (slight overlap), to 28th February, 1929, and at Rs. 36 *per mensem* and Rs. 87.8 *per mensem* respectively from 1st March, 1929.	(*b*) ⅕ of appropriate rates if seconded from Indian Services.
(*c*) Leave Contribution		(*c*) ⅕ of actuals or as at (*b*).
(*d*) Passage Contribution	Nil	(*d*) As at (*b*).
6. SUPERINTENDENT OF THE OFFICE ESTABLISHMENT. (*a*) Pay	¼	(*a*) ¼.
(*b*) Pension Contribution	¼ of $\frac{1}{16}$th of pay*	(*b*) ¼ of appropriate rates if seconded from Indian Services.
(*c*) Leave	¼ of actual leave salary paid (if any)	(*c*) ¼ of actuals.
7. RESIDENCY OFFICE. (1) Arabic Branch. (*a*) Pay	Whole	(*a*) Whole.
(*b*) Pension	Whole of $\frac{1}{16}$th of pay for Clerks and $\frac{1}{110}$th of pay for menials*	(*b*) Whole of appropriate rates if seconded from Indian Services.
(2) Confidential Branch. (*a*) Pay	¾	(*a*) ¾.
(*b*) Pension	¾ of $\frac{1}{16}$th of pay for Clerks*	(*b*) ¾ of appropriate rates if seconded from Indian Services.
(3) Remainder	Nil	Nil.
8. TREASURY OFFICE. (*a*) Pay	$\frac{1}{35}$	(*a*) $\frac{1}{35}$.
(*b*) Pension	$\frac{1}{35}$ of $\frac{1}{16}$th pay for Clerks and $\frac{1}{110}$th of pay for menials*	(*b*) $\frac{1}{35}$ of appropriate rates if seconded from Indian Services.
9. LEAVE SALARIES of (7) and (8) above	⅛ of actuals to September quarter, 1929. Thereafter $\frac{2}{9}$ths of actuals	If possible, to be allocated on same basis as pay of personnel concerned (otherwise $\frac{2}{9}$ths) of actuals or of appropriate leave contribution rates.
10. TRAVELLING ALLOWANCES of Officers	Allocated on same basis as the pay of the officers concerned	No change.
11. SUMPTUARY ALLOWANCE of Resident	½	½.
12. TRAVELLING ALLOWANCES of (7) and (8) above.	⅓ to December quarter, 1929; $\frac{2}{9}$ths for March quarter, 1930	If possible, to be allocated on same basis as pay of personnel concerned. Otherwise, $\frac{2}{5}$ths of actuals.
13. PASSAGES CONCESSIONS to (6), (7), and (8) above.	⅓	If possible, to be allocated on same basis as pay of personnel concerned. Otherwise, $\frac{2}{5}$ths of actuals.
14. HOUSE RENT:— Superintendent	1927-28, $\frac{5}{9}$ths approximately ¼ 1928-29 and 1929-30.	¼.
Confidential Clerk	1927-28, $\frac{5}{9}$ths approximately ¾ 1928-29 and 1929-30.	¾.
15. CONTINGENCIES. Various items.	½ of total (which includes some purely civil items) to 31st March, 1929. From 1st April, 1929, as under:—	
Contingencies:—Residency Office	$\frac{2}{7}$	$\frac{2}{7}$.
Treasury Office	$\frac{1}{35}$	$\frac{1}{35}$.
Resident's Gig	½	½.
Residency Electricity	½	½.
State Car	½	½.
Telegrams and Postage	⅔	⅔.
Sanitary Taxes	⅓	⅓.
Rent of Furniture	½	½.
NOTE. ACTING APPOINTMENTS whilst an officer is on leave and drawing pay.	———	Allocation of pay of substantive post not to be altered, but any additional allowance granted to the acting officer to be allocated on same basis as the pay of the officers on leave. (This has been agreed upon between India Office and Colonial Office in separate correspondence.)

Colonial Office,
August, 1930.

* India Office agree that the revision of these rates should be made retrospective as from 1st March, 1929.

C. 79274/30 [No. 26].

No. 29.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall,
London, S.W.1, 25th August, 1930

SIR,

WITH reference to Mr. Howard's demi-official letter of the 21st July,* regarding the incidence of the passage expenditure of the Resident at Aden, I am directed by the Secretary of State for India in Council to state that he has sanctioned, so far as Indian revenues are concerned, the proposal that as from the 1st April, 1927, all expenditure upon the Resident's passage to and from Aden and upon his pay during the voyage when proceeding to take up his appointment should be borne by Imperial or Indian revenues according as the Resident is appointed from the Colonial or the Indian service.

Certain financial adjustments are involved by the adoption of this arrangement, viz., the refund to your Department of a sum of Rs. 412.2.0, which was claimed as the Imperial share of the cost of Lee leave concession passages admissible to Major-General Sir K. Stewart and Major Fowle during the period 1st April, 1927, to 11th July, 1928; and the refund to this office of the sum of £187 10s. 0d. which was paid to your Department as moiety of the passage allowance granted to Lieutenant-Colonel Sir S. Symes. The net sum due from your Department will therefore be £156 11s. 10d. and a receivable order is accordingly transmitted with the request that that sum may be transferred to the credit of the Secretary of State in Council of India at the Bank of England.

I am, &c.,
J. C. WALTON.

C. 79274/30 [No. 27].

No. 30.

TREASURY to COLONIAL OFFICE.

(S. 21238/02.) Treasury Chambers, 28-8-1930

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 21st August, 1930,† regarding the basis of allocation of certain expenditure in Aden.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords concur in the proposal that the basis of allocation now agreed upon between your Department and the India Office should be adhered to for the three years to 31st March, 1933, and, thereafter, be subject to review of triennial intervals; but that this arrangement should be liable to reconsideration, if desirable, as the outcome of alteration of policy. My Lords further authorize the waiver of the claim against the India Office, estimated at £52 1s. 0d., which would arise if the revised basis of allocation now sanctioned were applied to the three years 1st April, 1927, to 31st March, 1930, and They agree that no note will be required on this account in the Appropriation Account for Colonial and Middle Eastern Services for 1929.

I am, &c.,
R. V. NIND HOPKINS.

C.79274/30 [No. 28].

No. 31.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 33.]

SIR,

Downing Street, 4th September, 1930.

I AM directed by Lord Passfield to refer to paragraph 4 of the letter from this Department of the 21st August,† and to previous semi-official correspondence on the subject of the basis of allocation between British and Indian funds of the cost of the

* C. 79274/30 [No. 19]: not printed.

† No. 28.

passage expenditure of the Resident at Aden, and to request you to inform the Lords Commissioners of the Treasury that agreement has now been arrived at as to a basis of allocation.

2. His Majesty's Government will bear the whole cost of (*a*) any sum payable under the appropriate regulations to a "Colonial Services" Resident on appointment by them and on retirement in respect of the passages out and home, and (*b*) the emoluments of such a Resident during the period of his voyage out to Aden on his first appointment. The Indian Government will similarly bear the whole cost of the corresponding sums payable as at (*a*) and (*b*) above under Indian Regulations to a Resident appointed by them The emoluments of either Resident during his return voyage on relinquishing his appointment and the emoluments drawn during his final leave will continue to be shared equally between the two Governments.

3. The above arrangements will obviate the payment of any non-effective leave or passage contributions and, as it has been decided that it shall take effect as from 1st April, 1927, the following adjustments are called for:—

Refunds due to Indian Revenues.

(*a*) Half amount of passage allowance paid to Sir S. Symes on appointment	£187 10 0
(*b*) Half amount of pay issued to Sir S. Symes on voyage out. (Sir S. Symes was on Palestine pay up to date of assumption of duty as Resident—16th July, 1928. Indian revenues have thus borne no portion of this pay)	£ Nil
Chargeable to Sub-head H. "Passages of Governors, &c." of Colonial and Middle Eastern Services Vote, 1930 ...	£187 10 0
Less—Refund to British Revenues:—	
Passage contribution included in claims from Government of India, now withdrawn:—	
1927-28 ... ... Rs. 300	
1928-29 ... ... Rs. 112 2	
Rs. 412 2	
Creditable to Exchequer extra receipts, 1930	£30 18 2
Net	£156 11 10

It is anticipated that sufficient savings will be available under Sub-head F of the Colonial and Middle Eastern Services Vote for 1930 from which the above additional charge can be met.

4. I am accordingly to request that Their Lordships may be moved to give Their formal sanction to the above arrangements.

I am, &c.,
H. R. COWELL.

C. 79274/30 [No. 29].

No. 32.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 35]

SIR,

Downing Street, 11th September, 1930.

I AM directed by Lord Passfield to refer to Mr. Laithwaite's letter of the 29th of July last,* on the subject of the basis of allocation of certain divisible expenditure at Aden and, in reply, to request you to inform Mr. Secretary Wedgwood Benn that Lord Passfield is in general agreement with the proposals contained in that letter. I am accordingly to enclose for Mr. Benn's information a copy of a letter† which has been addressed to the Treasury on the subject, together with Statement No. 1, which formed an enclosure thereto and to state that the Lords Commissioners of the Treasury have now signified their concurrence to the proposals contained therein.

* No. 27.

† No. 28.

2. I am to add that any claims received by this Department in respect of the period subsequent to 31st of March, 1930, which had been prepared by the Government of Bombay on the old basis will be considered to be provisional and subject to adjustment.

I am, &c.,
H. R. COWELL.

C. 79274/30 [No. 30].

No. 33.

TREASURY to COLONIAL OFFICE.

(S. 21238/02.)

Treasury Chambers, 12th September, 1930.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 4th September, 1930,* on the subject of the basis of allocation between British and Indian funds of the cost of the passage expenditure of the Resident at Aden, and in reply They direct me to request you to convey to the Secretary of State for the Colonies Their formal sanction for the arrangements now proposed, and for the consequential adjustments of charge with the Government of India My Lords note that savings are expected to be available on Sub-head H of the Colonial and Middle Eastern Services Vote for 1930 sufficient to meet the refund to the Governmet of India of half the passage allowance paid to Sir Stewart Symes on appointment.

I am, &c.,
G. C. UPCOTT.

C. 79274/30 [No. 32].

No. 34.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall,
London, S.W.1, 15th October, 1930

SIR,

I AM directed by the Secretary of State for India in Council to invite a reference to my letter of the 25th August,† regarding the incidence of expenditure incurred by Government upon the passage of the Resident at Aden on appointment and on the relinquishment of his post.

The Secretary of State wishes to avoid any misapprehension that might possibly arise regarding the nature of the passage contribution of Rs. 50 *per mensem* in respect of which he agreed to withdraw a claim of Rs. 412.2.0 previously preferred against your Department. The Secretary of State for the Colonies is no doubt aware that this contribution, which has already been claimed from you in the case of officers lent from the Indian services is in respect of concession granted on the recommendations of the Lee Commission to assist officers in defraying the cost of their passages when proceeding on, or returning from, leave. The concession is, in effect, an addition to pay, and officer's passage account to which the value of the concession is credited is not affected when, in the course of his duties, a passage is provided for him at Government expense. It is therefore different in kind from the passage allowance of £375 granted to Sir Stewart Symes when taking up his appointment at Aden, or, for example, from the expenditure which the Government of India would incur on the passage of an Indian Service Resident proceeding to his appointment at Aden from his previous appointment in India.

The Secretary of State does not propose to revive the claim for Rs. 412.2.0 referred to in my previous letter or to claim from Imperial revenues a share of the Lee passage contribution paid in respect of Residents appointed in the future from the Indian service. But he regards this decision as peculiar to the special circumstances at Aden and not as providing any precedent or analogy for cases of claims made in respect of other officers lent from the Indian services.

I am, &c.,
J. C. WALTON.

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* No. 31.

† No. 29.

C. 89274/31 [No. 8].

No. 35.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 36.]

India Office, Whitehall,
London, S.W.1, 29th April, 1931.

SIR,

WITH reference to your letter of the 11th September last,* regarding the allocation of certain divisible expenditure at Aden, I am directed to inform you that the Government of India concur in the proposed basis put forward in the letter from this Office of the 29th July last,† and accepted by your Department. From the enclosure to their letter on the subject dated 18th March, a copy of which was sent to the Colonial Office on the 10th April,‡ it will be observed that it is found impracticable to allocate leave salary, travelling allowance, and passage concession in respect of the Residency and Treasury Establishments in the same ratio as pay, and accordingly the alternative of division in the proportion 2/9ths Political will continue. As far as the basis of allocation is concerned the claims presented by this Office in respect of the period commencing 1st April, 1930, will therefore presumably be finally accepted.

A copy of the letter of the 13th November, 1930, to the Government of India is enclosed for information.

I am, &c.,
SIDNEY TURNER,
Accountant-General.

Enclosure in No. 35.

India Office, Whitehall, S.W.1, 13th November, 1930.

SIR,

WITH reference to your telegram of the 24th April last, on the subject of expenditure at Aden allocable between Indian revenues and Colonial Office funds, I am directed to state that at that date it was intended to forward to the Government of India the observations of this Office on the Colonial Office letter of the 7th February, a copy of which was forwarded to India by the mail of the 13th February. On further consideration, however, it appeared that the outstanding points were so few and comparatively unimportant that it was decided to attempt to secure agreement with the Colonial Office without further reference to India, and it will be seen from the Colonial Office letter of the 11th September, a copy of which was forwarded in the Weekly Letter No. 38 dated 18th September, that the proposals put forward by this Office have now been accepted.

2. These proposals had a twofold object, to avoid readjustment of the accounts of divisible expenditure for the three years 1st April, 1927, to 31st March, 1930, and to arrive at an agreed basis for allocation of such expenditure for a definite period thereafter. The proposals will be found in the demi-official letter from this Office of the 20th June last, a copy of which together with a copy of the subsequent letter in which the Secretary of State in Council formally approached the Colonial Office in the matter, is enclosed for information. The references to items in the demi-official letter follow those in the enclosure to your letter of the 4th July, 1929, and subsequent correspondence.

3. The correspondence will doubtless be found self-explanatory. It will be seen that apart from the correction of sundry accounting errors which either have been or are in the process of being cleared up, no adjustment is to be effected in the accounts for the three years to 31st March, 1930, except in so far as any revision of pension contribution is necessary with effect from the 1st March, 1929, under Finance Department Resolution F. 81 R. 1/24, dated 11th February, 1929. Certain items, *e.g* , expenditure on account of the Station Ship at Aden, are, however, to be adjusted independently.

4. As regards the period subsequent to the 31st March, 1930, the enclosure to the letter of the 29th July to the Colonial Office summarized the basis of subdivision agreed upon as regards the majority of the items of expenditure. Since the treatment of Leave Salary under Item 13 (*a*) and of Travelling Charges and Passage Concessions of the Residency and Treasury Establishments under Items 16 and 17 respectively,

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* No. 32.

† No. 27.

‡ C. 89274/31 [No. 7]: not printed.

appears to present no greater problem than the allocation of the pay of the personnel in question, it was suggested that this allocation should apply in those cases also. I have to request that this Office may be informed whether the Government of India are prepared to accept this suggestion. Otherwise the Leave Salary and Travelling Charges of the Establishments should continue to be divided in the proportion 2/9ths Political, and the expenditure under the remaining head should be treated similarly. It will be observed that the basis now agreed upon is to hold good for three years in the first instance, and that the Colonial Office will accept the claims for the period from 1st April last, prepared on the present basis on the understanding that the necessary adjustment will be effected.

5. In putting the proposals before the Treasury, the Colonial Office (*vide* the enclosure to their letter of the 11th September) compiled a statement elaborating the statement from this Office, with which it is in general agreement. It is noticed, however, that under Item 15—Passage Concessions—expenditure on account of the Superintendent is contemplated. It would appear that the item is confined to the Establishments only and that passage charges in respect of that officer, whose status was reported to have been raised to that of a gazetted officer from 6th December, 1928, appear elsewhere, presumably under Item 10. The expression " seconded from the Indian services " under certain items should presumably be read in the sense " form part of the Indian services."

6. The agreement as regards acting appointments was communicated to the Government of India in the letter dated 23rd July last, regarding the case of Major T. C. W. Fowle, C.B.E., while the exclusion from these accounts of leave passage contribution for the Resident, when he is drawn from the Indian Service, was dealt with in the letter dated 15th October, 1930, to the Colonial Office a copy of which was forwarded in the Weekly Letter No. 12 of the 16th October.

7. Copies of this letter have been forwarded to the Government of Bombay and to the Resident at Aden.

I am, &c.,
J. C. WALTON,
Secretary,
Political and Secret Department.

The Secretary to the Government of India,
Foreign and Political Department,
New Delhi.

C. 89274/31 [No. 9].

No. 36

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 38.]

SIR, Downing Street, 7th May, 1931.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 29th April,* from which he notes with satisfaction that the Government of India have concurred in the allocation of certain divisible expenditure at Aden as from the 1st April, 1930, on the basis set out in the correspondence ending with the letter from this Office of the 11th September, 1930.† As regards the allocation of leave salary, travelling allowance, and passage concession in respect of the Residency and Treasury Establishment, I am to request you to inform Mr. Secretary Wedgwood Benn that in the circumstances set out in the enclosures to your letter of the 10th April,‡ the Secretary of State is now prepared to agree to the division of these items in the proportion of 2/9ths charged to " political " as from the 1st April, 1930.

I am, &c.,
H. R. COWELL

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* No. 35. † No. 32. ‡ C. 89274/31 [No. 7]: not printed.

C. 89274/31 [No. 10].

No. 37.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 16th June, 1931.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter from the Government of India on the subject of Aden divisible expenditure.

Enclosure in No. 37.

SIR, Simla, the 28th May, 1931.

WITH reference to the correspondence ending with Mr. Walton's letter dated the 24th October, 1929, I am directed to forward a copy of a letter from the Accountant-General, Bombay, and to request that the matter may be brought to the notice of the Colonial Office.

2. The Finance Department endorsement No. D. 3234-Ex-II—31, dated the 2nd April, 1931, quoted in paragraph 1 of the letter from the Accountant-General, Bombay, merely gave cover to copies of correspondence ending with the letter from the Government of India in the Foreign and Political Department, to the India Office, No. 349-N/29, dated the 18th March, 1931.

I have, &c.,
S. C. GUPTA
(for Foreign Secretary to the Government of India).

The Under-Secretary of State for India,
Political Department, India Office, London.

Copy of a letter dated Bombay, the 25th April, 1931, from the Accountant-General, Bombay, D.A.I. Section; to the Secretary to the Government of India, Foreign and Political Department, New Delhi.

Subject—Incidence of Aden Expenditure.

I HAVE the honour to refer to the copies of the correspondence regarding the incidence of Aden expenditure, received with the Government of India, Finance Department dated 2nd April, 1931, and to state that Enclosure No. 1 showing the proposed allocation to Political for the three years from 1st April, 1930, as agreed between the India Office and the Colonial Office, does not include the post of the stenographer of the Residency Office. The expenditure on account of his pay and allowances and pension contribution are being shared in equal moieties between His Majesty's Colonial Government and the Government of India, since the creation of the appointment from 27th February, 1930. If the Government of India see no objection this may be brought to the notice of the Colonial Office.

2. In the case of the establishments items No. 6 and 8 pension contribution has hiterto been recovered at 1/6th of the pay for clerks and 1/6th for menials. As it has now been agreed that pension contribution should be recovered at the rates sanctioned in Government of India, Finance Department, Resolution No. 81/R/1/24, dated 11th February, 1929, necessary adjustment, if any, will be included in the statement for the quarter ending 31st March, 1931.

C. 89274/31 [No. 11].

No. 38.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 39.]

SIR, India Office, Whitehall, London, S.W.1, 8th July, 1931.

I AM directed to refer to the first paragraph of the letter from the Government of India dated 28th May, 1931, a copy of which was forwarded to your Department on the 16th June,* and to state that it is proposed to inform the Government of India

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* No. 37.

that the currency of the agreement regarding the division of the charge involved in the creation of the post of stenographer at the Residency Office, Aden, *vide* Colonial Officer letter, dated 27th September, 1929,* should coincide with that of the agreement relating to the main divisible expenditure incurred at Aden, *i.e.*, that it should be subject to review with the latter at the expiry of the triennium ending 31st March, 1933, see correspondence ending with your Department's letter, dated 7th May last.† I am to inquire whether you concur.

I am, &c.,
G. E. YOUNG
(for Accountant-General).

C. 89274/31 [No. 12].

No. 39.

COLONIAL OFFICE to INDIA OFFICE.

SIR, Downing Street, 20th July, 1931.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 8th July,‡ regarding the division of the charge involved in the creation of the post of stenographer at the Residency Office, Aden, and in reply to request you to inform Mr. Secretary Wedgwood Benn that he concurs in the suggestion that the agreed basis of division of the expenditure should operate for the same period as that fixed for the agreement relating to the main divisible expenditure, and that it should be subject to review with the latter at the expiry of the three years ending the 31st March, 1933.

I am, &c.,
ANTHONY BEVIR.

C. 97874/32 [No. 7].

No. 40.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

[*Answered by No.* 40A.]

MY DEAR LAITHWAITE, Downing Street, 8th November, 1932.

THANK you for your letter of the 3rd October,§ regarding the suggested review of the allocation of divisible expenditure at Aden. In considering the matter certain points have arisen regarding which we think it would be desirable to have further information. Will you please refer to our official letter of the 25th of July‖ in this connexion.

As regards the position of the Extra Assistant Commissioner (Deputy Assistant Resident), would you be good enough to confirm that the whole of this officer's emoluments will be borne by India.

We should also be glad to have your views as regards the incidence of charge of the emoluments of the Personal Assistant, who will apparently replace the Aide-de-Camp.

We would suggest too that it would be desirable if the Resident could be asked whether any of the other apportionments (such as the pay of the Superintendent, Office establishment; clerks in the Residency Office; and Arabic and Confidential Branches and of the Treasury Office) need any revision as a result of the reorganization introduced by the Government of India.

Yours, &c.,
F. J. HOWARD.

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* No. 129 in Middle East No. 22. † No. 36. ‡ No. 38.
§ C. 97874 [No. 6]: not printed ‖ No. 79.

C. 97874/32 [No. 8].

No. 40A.

MR. J. G. LAITHWAITE (INDIA OFFICE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

India Office,
MY DEAR HOWARD, Whitehall, S.W.1, 24th November, 1932.

MANY thanks for your letter of 8th November,* about the review of the allocation of divisible expenditure at Aden. A copy of your letter has been sent to India, and our Accountant-General's Department are drawing the Government of India's attention to the points you mention, in the letter of which I enclose a copy.

It is quite clear, I think, that the whole of the Extra Assistant Commissioner's emoluments will be borne by Indian revenues, as his duties will apparently be wholly "civil," but we are waiting at present for the Government of India's formal confirmation.

As regards the incidence of charge of the Personal Assistant's emoluments, I understand that the first charge on this account appeared in the statement rendered by the Accountant-General, Bombay, for the quarter ended 30th June, 1932, in which they were divided in moieties between Indian and Imperial revenues as in the case of the emoluments of the Aide-de-Camp whom this officer replaces, and that a claim in this respect has already been presented to the Colonial Office. Our assumption has been that the Personal Assistant will discharge substantially the same duties as the Aide-de-Camp, and that this being so incidence will remain unaltered. The debit referred to above suggests that this is in fact the case, but we are asking for formal confirmation from the Government of India and will let you know as soon as we hear from them.

Yours, &c.,
J. G. LAITHWAITE.

Enclosure in No. 40A.

Aden Divisible Expenditure.

SIR, 24th November, 1932.

IN continuation of the letter dated 27th September from this Office, I am directed to refer to the demi-official letter of the 8th November from the Colonial Office, copy of which was forwarded by Air Mail on the 11th November, also in weekly letter No. 45 of the 10th *idem*, and to request that you will take this into consideration in connexion with the review of the allocation of divisible expenditure at Aden.

I am to observe that the letter of the 25th July to which reference is made by Mr. Howard was dealt with in the Political Secretary's letter dated 27th October, 1932, to the Foreign and Political Department and the position regarding the incidence of the pay of the Extra Assistant Commissioner will doubtless be elucidated in connexion with that correspondence.

As regards the incidence of the emoluments of the Personal Assistant, it is observed that the first charge on this account appeared in the statement rendered by the Accountant-General, Bombay, for the quarter ended 30th June, 1932, in which they were divided, apparently upon instructions from the Government of India, in moieties between Indian revenues and Imperial funds, as in the case of the Aide-de-Camp replaced by this officer. The claim for that quarter was preferred shortly after Mr. Howard's letter was written and before it had come to the notice of this Department.

The Secretary of State would be glad to receive confirmation of his assumption that the duties to be performed by the Personal Assistant are identical, or practically so, with those hitherto performed by the Aide-de-Camp, in which case the proportions in which it was agreed that the emoluments of that post should be divided between Indian and Imperial revenues can suitably be applied in the case of the post of Personal Assistant.

I am, &c.,
J. CLOUGH,
Accountant-General.

The Foreign Secretary to the Government of India,
New Delhi, India.

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* No. 40.

(iii) Miscellaneous—Civil Hospital, Existing Police Buildings used by Armed Police, Income-tax, and British Representative at Sana'a.

C. 89296/31 [No. 1].

No. 41.

THE GOVERNMENT OF BOMBAY to THE GOVERNMENT OF INDIA.

(Copy received in Colonial Office, 12th March, 1931.)

(No. 7312-C.) Political Department,
SIR, Bombay Castle, 2nd February, 1931

Charges for Treatment in the Civil Hospital, Aden, of Patients from beyond the limits of the Aden Settlement.

I AM directed by the Governor in Council to refer to the correspondence ending with my letter No. 7312-C, dated the 20th June, 1930,* in paragraph 2 of which it was stated that the Government of Bombay proposed to address the Government of India again on receipt of a further report from the Resident and Commander-in-Chief, Aden, on his proposal to modify the existing arrangement for the division of the recurring expenditure on the Civil Hospital at Aden between the Indian and Home Governments.

2 The report of the Resident contained in his letter No A/531/6070, dated the 12th October, 1930, has now been received and I am to enclose a copy of it. It will be seen that he has come to the conclusion on the strength of such data as are available that of the total number of patients treated at the Hospital, 60 per cent. come from the Settlement and rest from outside the Settlement. Accordingly he proposes that the contribution to be recovered from His Majesty's Government may be fixed provisionally at Rs. 22,000 as it is equivalent to two fifths of the total expenditure on the Hospital, which is estimated at Rs. 55,000, and that it should be subject to revision at the end of three years in the light of the actual figures of expenditure on, and patients treated in, the Hospital. The Governor in Council, while he concurs in the proportion of 3 : 2 proposed for the allocation of the cost between the Government of India and the Home Government, is unable to support his recommendation that the contribution recoverable from His Majesty's Government should be fixed at Rs. 22,000, as the figure of Rs. 55,000, which is stated to be the total recurring expenditure on the Hospital, is after all an estimate. In the opinion of the Governor in Council it would be more appropriate to assess the shares of the Home Government and the Government of India as proposed above on the basis of the actual expenditure. If this suggestion is accepted, the present share of the Home Government in the cost on account of the emoluments of the Civil Surgeon which the total expenditure will include will be raised from one-fifth to two-fifths, the Government of India's share being correspondingly reduced. I am to request that the Government of India may be moved to communicate their decision on the arrangement proposed.

I have, &c.,
C. W. A. TURNER,
Secretary to the Government of Bombay,
Political Department.

Enclosure in No. 41.

(No. A/531/6070.)
SIR, The Residency, Aden, 12th October, 1930.

WITH reference to your letter No. 7312-C, dated the 20th of June last, I have the honour to report that from available records it appears that patients from Aden Settlement are about 60 per cent. and from outside the Settlement 40 per cent. of the total number of patients treated in the Civil Hospital at Aden. For the reasons given in my letter to the Surgeon-General, of which a copy is enclosed, a small minority only of these patients can pay fees.

2. Under existing arrangements for the division between the British and Indian Governments of the costs of the Aden Protectorate and Aden Settlement respectively

* C. 79296/30 [No. 4]. not printed.

it is unjustifiable that expenditure on free treatment of patients from the Protectorate and beyond should continue to be—as it has been hitherto—an Indian financial liability. The service must either be restricted or paid for from British (Political) Funds. The former course would deprive us of a political asset of first importance by removing one of the few indisputable benefits which our establishment at Aden confers on the natives of these parts, and would impair our relations with local Chiefs. If then it is decided that the service must be maintained but that its cost should be shifted from the Indian to the British Treasury, the simplest and most economical adjustment would be by an annual contribution from British funds to the (Indian) Civil Hospital. I suggest that this contribution should be assessed provisionally on the basis of 40 per cent. of the net annual recurrent expenditure on the Hospital (say, Rs. 55,000) which, as you are aware, is about to be renovated at the cost of the Indian Government. I would suggest that this contribution should be fixed at Rs. 22,000 for a period of three years, after which the position might be reviewed in the light of actual records of hospital expenditure and the provenance of patients.

3. I have sent a copy of this despatch to the Colonial Office with whom I took the opportunity in London this summer of discussing the provision of funds to defray the costs of medical and cognate services rendered at Aden to the natives of this hinterland, and also of representing the political importance of these services

I have, &c.,
G. S. SYMES,
Resident, &c.

The Secretary to Government,
Political Department, Bombay.

C. 97896/32 [No. 1A].

No. 42.

THE GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, to THE SECRETARY OF STATE FOR INDIA.

(Received 3.15 p.m., 26th January, 1932.)

TELEGRAM.

(Copy received in Colonial Office, 28th January, 1932.)

26TH JANUARY. 177-A. Your telegram dated 12th January, No. 155.* Share of Aden Civil Hospital expenditure proposed to be charged to His Majesty Government on the basis of Bombay Government letter dated 2nd February, 1931, No. 7312-C,† copy forwarded to India Office with weekly letter dated 18th February, 1931, No. 22-M, amounted to Rs. 47,745 during 1930-31. Anticipated share of expenditure for 1931-32 and 1932-33 is approximately Rs. 34,000 and Rs. 53,000 respectively. Present contribution of one-fifth of Civil Surgeon's pay is merged into these figures. Against this sum Rs. 1,600 approximately will be credited to His Majesty's Government in each year on account of fees, &c., collected. Letter being posted by air mail.

C. 97896/32 [No. 2].

No. 43.

MR. S. H. HOLMES (COLONIAL OFFICE)

to

MR. W. R. L TRICKETT (TREASURY).

DEAR TRICKETT, Downing Street, 30th January, 1932

Contribution to Civil Hospital, Aden.

IN our official letter to you of the 21st January,‡ we suggested that, in the absence of information from India, the sum of £1,500 should be included under Sub-head K in the Vote for Colonial and Middle Eastern Services, 1932, in respect of our contribution to India on account of Protectorate patients treated at the Aden Hospital.

* C. 97896/32 [No. 1]: not printed. † No. 41. ‡ No. 119 in Middle East No. 45.

I have been pressing the India Office strongly to get some information from India on this subject, but they have been more or less dumb since March last on this matter, and I now enclose copy of the telegram* which the Government of India have sent to the India Office dated 26th January.

You will see that, on the basis of the Bombay Government's proposal contained in their letter of the 2nd February, 1931,† a copy of which I enclose, namely, that His Majesty's Government should bear two-fifths of the actual recurring expenditure on the Hospital, the Indian Government assess our contribution at Rs. 47,745 for 1930, and estimate our share for 1931 at approximately Rs. 34,000 and for 1932 at Rs. 53,000, less a credit in each year of Rs. 1,600 on account of fees, &c., collected.

The net figures are :—

	£
1930	3,400
1931	2,430
1932	3,855

Having regard to the fact that in 1930 the estimated annual recurrent expenditure on the Hospital was in the neighbourhood of Rs. 55,000 and our suggested proportion being two-fifths, these figures appear to be very high and, until the promised letter which is being posted by air mail is received, we are entirely in the dark as to the reason for the large increase over the original estimate of Rs. 22,000 (£1,650).

As you are aware, £1,500 was included in the current year's Estimate for this service, and in Treasury letter of the 28th of March, 1931 (No. S. 21238/05‡) Their Lordships did not regard themselves as in any way committed to any expenditure. No provision was made for 1930 since the proposal did not come forward until the middle of that year, and we are placed in a very awkward position inasmuch as we have not yet received an official letter from the India Office putting forward their views on the Government of India's proposals.

As it appears improbable that the letter will be received before the Estimates are closed, and having regard to the insufficient information given in this telegram, I feel very diffident in putting forward a proposition as regards the provision to be made in Estimates, 1932, but, on the whole, I should feel inclined to increase the figure of £1,500 already suggested to £3,900.

As regards 1931, if the proposals are approved by you, I think we can meet the excess foreshadowed from savings. At this stage, I would omit making any provision for 1930 and, having regard to the inordinate delay on the part of India, I do not think that they would have any cause for complaint if they had to wait until 1933 for arrears in respect of 1930, should they be sanctioned.

Perhaps you would be good enough to let me have your views.

Yours, &c.,
S. H. HOLMES
(for Mr. Howard).

C. 97896/32 [No. 3].

No. 44.

FOREIGN AND POLITICAL DEPARTMENT, GOVERNMENT OF INDIA,

to

POLITICAL DEPARTMENT, INDIA OFFICE.

(Copy received in Colonial Office, 17th February, 1932.)

Government of India,

Foreign and Political Department,
New Delhi, 27th January, 1932.

Civil Hospital at Aden.

PLEASE refer to correspondence ending with your telegram No. 155, dated the 12th January, 1932.§

2 At present all charges on account of the Civil Hospital, Aden, are borne by us subject to the contribution by His Majesty's Government of 1/5th of the Civil Surgeon's

* No. 42. † No. 41. ‡ No. 228 in Middle East No. 38.
§ C. 97896/32 [No. 1] : not printed.

pay which is regarded as forming part of " Political " charges—*vide* Item 10 of the statement received with India Office memorandum No. P. 1276, dated the 12th April, 1928. It will, however, be seen from Symes' letter No. A/531/6070, dated the 12th October, 1930, forming an enclosure to the Bombay Government's letter No. 7312-C, dated the 2nd February, 1931,* a copy of which was forwarded to the India Office with weekly letter No. 22-M, dated the 18th February, 1931, that of the total number of patients treated at the Hospital, 60 per cent. come from the Settlement and the rest from outside the Settlement. We have carefully considered the question of apportionment of expenditure on this Hospital and agree with the Bombay Government's suggestion that all expenditure, whether of a recurrent or capital nature, should be divisible between India and His Majesty's Government in proportions corresponding to the interest which each Government has in the Hospital. Subject to concurrence of His Majesty's Government following arrangements are therefore proposed with effect from the financial year 1930-31 :—

(i) That all expenditure, whether of a recurrent or capital nature, on account of the Civil Hospital at Aden should be divided between India and His Majesty's Government in the proportion of 3 : 2. The present contribution by His Majesty's Government of one-fifth of the cost of the Civil Surgeon's post will be absorbed in the above contribution; and

(ii) that all fees and other dues collected at the Hospital from the patients, should be credited to both Governments in the same proportion in which the expenditure is shared by them.

3. A statement showing the actual receipts and expenditure of the Civil Hospital at Aden for the year 1930-31 and the anticipated amounts for 1931-32 and 1932-33, is enclosed. It will be seen therefrom that the demand for 1930-31 on His Majesty's Government amounts to Rs. 47,745, while they will be credited with an amount of Rs. 1,634. On the same basis, the anticipated expenditure chargeable to His Majesty's Government during 1931-32 and 1932-33 will amount approximately to Rs. 34,000 and Rs. 53,000 respectively. The present contribution by His Majesty's Government of one-fifth of the Civil Surgeon's pay will be merged in these revised contributions. As against these payments they will get credit of approximately Rs. 1,600 per annum on account of receipts. The increased expenditure during 1930-31 and 1932-33 is due to certain additions and alterations sanctioned to the hospital buildings—*vide* our Foreign and Political Department letter No. F. 146(4)-A/29, dated the 14th June, 1930, to the Bombay Government a copy of which was forwarded to the India Office with weekly letter No.83-M, dated the 10th July, 1930.

(Sgd.)
(for Foreign Secretary to Government of India).

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* No. 41.

Enclosure in No. 44.

Statement of the Receipts and Expenditure of the Civil Hospital at Aden.

	Actual in 1930-31.	*Anticipated during* 1931-32.	1932-33.	*Remarks.*
	Rs.	Rs.	Rs.	
TOTAL RECEIPTS ...	4,083 15 0	4,000	4,000	
His Majesty's Government's share at 40 per cent. of the total receipts	1,634 0 0	1,600	1,600	
EXPENDITURE :—				
Civil Surgeon ...	13,418 0 0	13,400	13,400	
Lady Doctor ...	4,800 0 0	4,800	4,800	
Pay of Establishment	12,135 0 0	12,100	12,100	
Allowances, Honoraria, &c	5,537 0 0	5,500	5,500	
Supplies and Services	22,791 0 0	22,700	22,700	
Contingencies ...	5,091 0 0	5,000	5,000	
Pension contribution on account of Lady Doctor and Establishment :—				
Lady Doctor ...	432 0 0	400	400	
Establishment ...	425 0 0	400	400	
WORKS EXPENDITURE INCLUSIVE OF ESTABLISHMENT CHARGES, &c., at 23 per cent. :—				
(i) Special and current repairs ...	3,940 0 0	3,900	3,900	
(ii) Additions and alterations to Hospital buildings sanctioned in 1930-31	50,793 0 0	16,500	64,900	
Total Expenditure ...	Rs. 1,19,362 0 0	Rs. 84,700	Rs. 1,33,100	
His Majesty's Government's share at 40 per cent. of the total expenditure ...	*47,745 0 0	*33,880	*53,240	

* The present contribution by His Majesty's Government of one-fifth of Civil Surgeon's pay amounting roundly to Rs. 1,700 per annum will be merged in the revised contribution.

C. 97896/32 [No. 4].

No. 45.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall,
London, S.W.1, 29th February, 1932.

SIR,

I AM directed by the Secretary of State for India to refer to the letter from the Government of India dated the 27th January,* a copy of which was forwarded to you on the 15th February with this Office printed letter on the subject of the division of

* No. 44.

expenditure in connexion with the Civil Hospital at Aden. A copy of Sir Stewart Symes' letter of the 12th October, 1930,* to which reference is made, was forwarded direct to your Department, and the enclosures in the Government of India's weekly letter No. 22-M, dated 18th February, 1931, accompanied this Office printed letter of the 11th March, 1931.

2. In view of the facts stated by the Resident and of the evident justice of the contention that Indian revenues should not bear the expenditure, either direct or indirect (for instance, on necessary additions to buildings), involved in the treatment of patients from without the Settlement, the Secretary of State supports the proposals of the Government of India, and trusts that the Secretary of State for the Colonies will see his way to recommend them to the Lords Commissioners of the Treasury.

3. Copies of the correspondence regarding the additions and alterations to the buildings which are at present being carried out were forwarded to you with India Office printed letter of the 31st July, 1930.† Sir Philip Cunliffe-Lister will no doubt agree with Sir Samuel Hoare's view that the expenditure on this account is fully justified.

I am, &c.,
J. C. WALTON.

C. 97896/32 [No. 6].

No. 46

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. W. R. L. TRICKETT (TREASURY).

DEAR TRICKETT,

Downing Street, 22nd March, 1932.

WITH reference to your letter of the 9th of March,‡ regarding the claim by the India Office for a contribution to the Civil Hospital, Aden, I enclose, for your information, copies of the recent correspondence§ which we have received from the India Office on the matter.

I also enclose a copy of a note giving a brief resumé of points in our correspondence on the matter, which, as you know, has been proceeding slowly since 1929.

I agree that it would be best to have a discussion with the India Office upon this (and other outstanding matters), when they, no doubt, would explain any points which are not clear.

Our view is that, subject to the adjustment of detailed items, and to the provision of such safeguards as may be necessary, their proposals are reasonable, and might, if the Treasury agree, be accepted on the understanding that funds are not at present available to meet more than a small part of them.

Yours, &c.,
F. J. HOWARD.

Enclosure 3 in No. 46.

DRAFT NOTE OF CORRESPONDENCE IN THE COLONIAL OFFICE REGARDING THE PROPOSAL THAT AN IMPERIAL CONTRIBUTION SHOULD BE PAID IN RESPECT OF THE CIVIL HOSPITAL AT ADEN.

THE subject first came up in 1929 when Sir Stewart Symes sent copies of his despatches to Bombay on the subject of "Medical and Public Health Services" and "Additions and Alterations to the Civil Hospital, Aden," to Sir J. Shuckburgh by semi-official letters, in which he stressed the importance of such services being provided on a scale which would ensure treatment being available for the inhabitants of the Protectorate (and of those living beyond, chiefly Yemenites).

He then expressed his opinion that the Civil Hospital should continue to be controlled by the Government of India, but that His Majesty's Government and the Government of India should share the cost.

Sir J. Shuckburgh replied agreeing as to the importance of the matter. It was then assumed that the next move in this respect lay with the Government of Bombay.

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* C. 79296/30 [No. 5] : not printed. † C. 79296/30 [No. 3] : not printed
‡ C. 97896/32 [No. 5] : not printed. § Nos. 44 and 45.

The correspondence was continued in a similar manner during 1930 while the Governments of Bombay and India gave consideration to this proposal, and asked for further information from the Resident. The following are the main points :—

(1) The Civil Hospital with the (smaller) Scottish Mission Hospital at Shaikh Othman are the only ones open to the natives of the Protectorate, and the southern part of the independent Yemen State.
(2) Only a small proportion of such patients from the Protectorate (and beyond) pay fees. Some are said to beg their way for distances up to 250 miles to obtain treatment.
(3) It was then estimated that some 60 per cent. of the total number of patients came from the Settlement, and that the remaining 40 per cent came from the Protectorate and beyond.
(4) The net annual recurrent expenditure of the Hospital was then estimated at some Rs. 55,000, and it was considered reasonable that His Majesty's Government should contribute Rs. 22,000 (40 per cent.) on a fixed basis for three years, the position to be reviewed at the end of that period.
(5) Sir S. Symes anticipated " that in normal years it will be possible to pay a British contribution to the Hospital without over-spending the existing total vote for Political Services."
(6) He also stated that he had induced the Indian Central Government to agree to spend a lakh and a quarter in renovating the premises.
He further stated that, in his opinion, the payment of any contribution from British Funds should be made conditional on an annual report by the Resident to the effect that the services to Protectorate patients had been satisfactorily performed.

A desultory correspondence between the Resident, the Government of India, the India Office, and this Department (semi-official) was carried out in 1931 without any definite proposal on the matter being submitted by the Government of India.

The following points, which were not previously brought out, emerge :—

(1) Of the Settlement patients treated at the Hospital, the Police form a substantial proportion.
(2) If the proportion given above, *i.e.*, Government of India, 3/5ths and His Majesty's Government 2/5ths, is accepted, the proportionate cost of the emoluments of the Civil Surgeon should also be assessed in this proportion, and not in the proportion already agreed upon, viz., Government of India 4/5ths and His Majesty's Government 1/5th.

In the Government of India express letter No. F. 365/A/30 of the 27th of January, 1932,* full details of the proposed proportionate division of expenditure and receipts are given, and in India Office letter of the 29th of February,† the Secretary of State's approval to the proposals is sought.

It will be observed that His Majesty's Government are requested to contribute, as from the 1st of April, 1930, on the basis of 40 per cent. (as suggested in 1929) of the total expenditure under three main heads :—

(A) *Cost of staff, supplies, and services.*
(B) *Special and current repairs to buildings.*
(C) *Additions and alterations to buildings* (as sanctioned in 1930-31)—a heavy item estimated at approximately £10,114 spread over the three-year period.

Against this His Majesty's Government would receive :—

(D) 40 per cent. of the total receipts during the same period.

The total figures (in £) for the three-year period are, as far as His Majesty's Government are concerned :—

	Actual. 1930-31. Rs.	*Estimated.* 1931-32. Rs.	*Estimated.* 1932-33. Rs.
40 per cent. of A, B, and C...	3,580	2,541	3,993
Less 40 per cent. on D ...	123	120	120
Net total	Rs. 3,457	Rs. 2,421	Rs. 3,873 Total £9,751

* No. 44.

† No. 45.

If it is accepted that His Majesty's Government should contribute some proportion of the cost for these services, it would appear that the suggested figure of 40 per cent. is reasonable subject to : —

(1) Review every three years.
(2) Settlement in regard to incidence of charge of cost of treating patients from beyond the Protectorate.
(3) Police personnel in respect of whom we make a fixed contribution being reckoned as Settlement patients.
(4) Reasonableness of charge of 23 per cent. in respect of " Establishment Charges, &c.," on works services.
(5) His Majesty's Government being consulted in regard to any further capital expenditure.

With regard to (C), " Additions and Alterations to Buildings," it will be observed that these works were approved, and, in part, executed, without His Majesty's Government having been consulted in the matter.

On the other hand, it may be argued that these additions and alterations were to a large extent required owing to the influx of patients from the Protectorate and beyond

With regard to (D), " Receipts," it may be noted that it is the proportion of patients from the Protectorate and beyond who chiefly are unable to pay any fees for treatment.

It is stated in a recent Intelligence Summary from Aden, that an Indian doctor has arrived, and taken charge of a dispensary at Lahedj in the Protectorate.

It would appear that, if such a policy of providing dispensaries is to be extended it may reduce the proportion of Protectorate, &c., patients receiving treatment at the Civil Hospital, but the three-year review would appear to provide the necessary safeguard in this respect.

C. 97896/32 [No. 9A].

No. 47.

ADEN SETTLEMENT AND PROTECTORATE.

A Conference on matters outstanding between the Home Government and the Government of India was held at the Treasury on the 10th May, 1932.

The following were present :—

R. A. Grieve, W. R. L. Trickett, } Treasury.
G. H. Baxter, M. J. Clauson, } India Office.
F. J. Howard, Colonial Office.
J. M. Spaight, Air Ministry.

The four questions discussed were :—

(1) Claim by the Government of India for payment in respect of the use of existing buildings by the Armed Police;
(2) Claim to a contribution towards the cost of the Civil Hospital in the Settlement;
(3) Double taxation of United Kingdom personnel employed for the defence of the Protectorate;
(4) Claim of the United Kingdom in respect of British representation at Sana'a.

As regards Item (1) Mr. Clauson said that the matter of existing buildings had been overlooked when Aden arrangements were discussed and settled four years ago. The Indian Government took the view that the agreed division of cost should be applied not only to new buildings as had been expressly settled, but also to old buildings which had been taken into use by the Police in lieu of new construction. The Treasury representatives replied to this that the express reference in the recorded arrangements to new buildings appeared to exclude any intention to bring the old barracks into the picture.

Mr. Grieve added that under normal constitutional practice buildings were constructed and paid for year by year out of revenue as money was made available. Such expenditure was not treated on a capital basis. India might possibly have justified a claim for a contribution in lieu of rent but she could hardly capitalize accumulations of expenditure and claim a capital sum.

MR CLAUSON said that the India Office would like to consider a revised claim.

MR. GRIEVE said that reconsideration of this matter should clearly be part of a general settlement reached on all points. He did not think the particular issue should be isolated for special treatment.

Item (2), Civil Hospital. Hitherto under the arrangement made, the Government of India has paid the whole cost of the Hospital except for the United Kingdom contribution of one-fifth of the Civil Surgeon's pay.

MR. CLAUSON said that statistics showed that 60 per cent. of the patients were Settlement residents and the rest came from the Protectorate or beyond and that India were therefore entitled to ask for a contribution of two-fifths of the total cost. It was suggested that such contribution should be made with effect from the year 1930 On this basis the amount due for the three years 1930-32 was £9,750.

The Treasury representatives expressed the view that it could not be inferred that the whole residue of non-Settlement patients was composed of Protectorate subjects, nor could the United Kingdom Exchequer accept the entire responsibility for all casual patients whom the Hospital might admit.

MR TRICKETT pointed out that the United Kingdom had already offered a flat rate contribution of £1,500 a year, but so far as he was aware India had not commented on this offer.

MR. HOWARD said that £3,000 had been provided in this year's Estimates to cover the contribution for 1931 and the current year. The Treasury representatives said they would like to confirm this arrangement and make it subject to reconsideration after 1933.

MR. CLAUSON said there had been some misapprehenson in the matter and the Government of India had not been consulted on the offer. He added that this would now be done and he thought the offer might be regarded as acceptable.

(3) Income Tax. MR. GRIEVE said that at present Army and Air Force personnel and possibly one or two others serving at Aden were being subjected to claims for double taxation. These officers were servants of the Imperial Government paid in London. United Kingdom income tax was necessarily deducted at source. The Indian Government claimed to levy income tax on their emoluments and had entered a demand for three years' arrears. It was, he thought, common ground that the officers concerned could not themselves be penalized in this way.

MR. SPAIGHT said the Air Council held very definitely that something must be done to relieve the individuals of the hardship involved. Dominion relief from United Kingdom tax did not meet the case. MR. TRICKETT agreed that such relief as it was open to the home authorities to give would not be sufficient from the point of view of the individual officer. Furthermore, Dominion relief, such as it was, would be provided wholly at the cost of the United Kingdom Exchequer.

MR. GRIEVE said there was a wider aspect to be considered. The Aden arrangement placed on the Home Government the primary responsibility for providing the necessary military protection and political services, India being bound to reimburse the United Kingdom to the extent of one-third the total cost subject to a maximum of £150,000 per annum. Although the *de jure* status of Aden had not been altered the *de facto* position was entirely changed by the new arrangement. Aden being by statute a part of British India the most natural arrangement would have been for India to take the primary responsibility and to receive reimbursement to the extent of two-thirds There would then have been no double taxation and no burden upon the United Kingdom Exchequer beyond that which the financial arrangement contemplated. As things stood it appeared possible that India would be able to raise a claim for income tax on an exceedingly large scale should it at any time become necessary to send a considerable body of troops for the defence of joint interests in the Settlement and Protectorate This appeared to be unfair. The anomaly arose because Aden had remained by statute part of British India although the primary responsibility for defence had by agreement passed to the Home Government.

MR BAXTER said that the question of the larger claim might well be left over till such an occasion arose. The present position was that there was an Indian statute imposing income tax in Aden as a part of British India. The Treasury would appreciate the difficulty of waiving compliance with the Act and foregoing the revenue He took it that it was not disputed that customs duties should continue to be levied as they had been in the past on imports into the Settlement. He found difficulty in differentiating between those imposts and income tax. MR. GRIEVE said he had no wish at all to interfere with indirect taxation. They had to deal with the difficult position which had arisen in consequence of double direct taxation of British officers. Some solution

had to be found and he much hoped that India would find it possible to grant exemption from income tax in the special circumstances as part of a general settlement of outstanding points.

MR. TRICKETT added that it should not be assumed at this stage that the Treasury admitted the strict application of the Indian Income Tax Act of 1922 to the case in question. In particular it seemed doubtful whether the Command Paymaster was, under the Act, a person compelled to deduct tax under Section 18.

On the general question MR. BAXTER said the India Office would be glad to give the matter further consideration. He appreciated the difficulties of the position and felt sure Mr. Grieve appreciated the Indian Government's difficulties. Possibly a comprehensive settlement might be reached on a mutually agreed basis.

(4) The question of the cost of British representation to the Imam of the Yemen was briefly mentioned. It was stated that no final decision had yet been taken as to representation at Sana'a. The Treasury felt that if a political service were to be performed there by an officer of the Staff of the Chief Commissioner, it would be reasonable to include the extra cost in the amount of the military and political expenditure of which India were liable for one-third. The India Office representatives thought this item might well be regarded as part of the Protectorate expenditure to be provided wholly by the United Kingdom. They referred to the arrangements made in the case of Hodeida.

The Treasury representatives said that it was a very small matter and at the worst the contribution from India would only amount to £400 a year. They hoped the India Office would see their way to advise acceptance of the claim should the proposal for representation at Sana'a be approved by both Governments. The purpose of the proposal was the maintenance of peace in the Settlement which was a direct interest of India as well as of the United Kingdom. It was agreed finally that a draft note of the proceedings of the conference should be submitted by the Treasury as a basis for negotiation on all the points at issue.

C. 97896/32 [No. 10].

No. 48

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. W. R. L. TRICKETT (TREASURY).

DEAR TRICKETT, Downing Street, 10th August, 1932.

WITH reference to your letter of the 20th of July,* regarding the Civil Hospital at Aden, I think it is quite correct to say that no offer has in fact been made to the India Office. The only correspondence we have had with that Department is the semi-official letter of the 10th September, 1931,† to Laithwaite, a copy of which I enclose. We were not, of course, in a position to make any offer, for, although the sum of £1,500 had been included on the Colonial and Middle Eastern Services Estimate for 1931, this was done as a result of a copy of a letter which the Resident had addressed to the Government of Bombay, which was at the same time sent to us, so that the proposal should not be unexpected, and we consequently made tentative provision of £1,650, subsequently reduced by you to £1,500 under the Aden sub-head.

Provision in the Estimates does not necessarily mean specific Treasury approval, so that we were unable to make any offer to the India Office from whom we had not had any definite proposal, but merely copies of correspondence which had passed between the Government of Bombay and the Government of India.

I think, therefore, that Laithwaite's amendment of the note of the proceedings of the 10th of May‡ is in order, and the statement attributed to me on page 3 should be amended to read "Mr. Howard said that £3,000, &c."

Yours, &c.,
F. J. HOWARD.

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* C. 97896/32 [No 9] : not printed. † C. 89296/31 [No 1] not printed. ‡ No. 47.

C. 97896/32 [No. 11].

No. 49.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

[*Answered by No. 50.*]

Downing Street, 7th November, 1932.

MY DEAR LAITHWAITE,

PLEASE refer to your letter of the 12th of July* to Grieve, a copy of which Trickett sent to me, and to the paragraph therein on the question of the contribution for which the Government of India have asked towards the cost of the Civil Hospital at Aden.

The last information we have on the subject is that, as the result of the Conference held at the Treasury on the 10th of May last,† the India Office would formally consult the Government of India as to whether they would be prepared to accept a contribution of £1,500 per annum for 1931 and 1932.

We are now compiling estimates for 1933, and the Resident has given us a figure of £5,925 for civil services, which, I think, probably includes the sum of £1,500 as a contribution to the Hospital next year.

I should be grateful if you could stir matters up with a view to our arriving at some definite decision in this matter.

Yours, &c.,
F. J. HOWARD.

C. 97896/32 [No. 12].

No. 50.

MR. J. G. LAITHWAITE (INDIA OFFICE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

(Private.)

India Office, Whitehall, S.W.1, 7th November, 1932.

MY DEAR HOWARD,

MANY thanks for your letter of the 7th November.‡ I am ashamed to say that owing to pressure of more urgent work nothing has really yet been done on the conclusions of the meeting held last May,† the final text of which, as you will remember, was agreed only about the middle of August. We are at the moment going into it with the Financial Department here, and I hope to know in the next few days what the reactions of our authorities are likely to be.

In these circumstances it is likely to be some little time before any decision is reached as to the Imperial contribution to the cost of " existing " buildings. But if the solution of this thorny question were to be on the basis of a payment of rent (as distinct from a lump sum payment representing a capital contribution) the amount of the rent would, I assume, bear a pretty close relation to the capital sum involved. So far as we can calculate, applying the 29 per cent. basis provisionally, the capital sum involved is between £10,000 and £12,000, and it seems not unlikely, therefore, that the rent figure would be between £500 and £600, but, if such a figure were accepted, with a suitable amount to cover arrears. You will of course understand that in referring to any figure—even a figure so indefinite as this—I am merely indicating my own idea and that it is not to be regarded as in any way committing the Office. But for the purpose of rough estimates possibly it might be worth putting something of this order in provisionally. What do you think?

In the same connexion the question of an Imperial contribution to the Civil Hospital is of course also tied up with our general discussions. The position, I think I am right in saying, is really that the Government of India have asked for a contribution which amounts, as things stand, to about £3,000 a year and that the Colonial Office have offered a contribution of about £1,500 a year, and have, in fact, made provision for the payment of such a contribution in respect of 1931-32 and 1932-33. But as this has never been intimated to us officially we have never made any claim, even provisionally, under this head. Would you see any advantage in our putting forward a

* Enclosure in C. 97896/32 [No. 9]: not printed. † No. 47. ‡ No. 49.

claim for £1,500 provisionally and without prejudice in respect of the current year, together with a claim for £3,000 in all in respect of the two preceding years. It is obviously, judging by Champion's remarks, inconvenient to everybody to leave the amounts in the estimates year after year, and, as sad experience shows, Aden discussions tend to drag on for a considerable time. We, in accepting payment at the £1,500 rate, would do so without prejudice to the Government of India's claim for £3,000, and you, I gather, are in any case very reluctant, unless further arguments are advanced by the Government of India, to increase your payment beyond the £1,500 figure. Here, too, I should be glad if you would let me know what you think—and I have marked this letter " private " so as to give it, if possible, a still more provisional character!

Yours, &c.,
J. G. LAITHWAITE.

C. 97896/32 [No. 13].

No. 51.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. W. R. L. TRICKETT (TREASURY).

Downing Street, 16th November, 1932.

DEAR TRICKETT,

CAN we come to any settlement in regard to the contribution for which the Government of India have asked towards the cost of the Civil Hospital at Aden—see your letter of the 9th of March, 1932, No. S. 21238/06*?

As you are aware, £3,000 is provided in this year's Vote for Colonial and Middle Eastern Services to meet this contribution in respect of the years 1931 and 1932, as against India's claim of £9,750 for the three years 1930-1932.

I do not think, however, that any definite offer has been made officially to the India Office, and we naturally do not want the provision made this year to lapse.

Do you think we might ask the India Office to put forward a claim for £3,000 provisionally without prejudice to the final settlement?

Yours, &c.,
F. J. HOWARD.

C. 97896/32 [No. 14].

No. 52.

MR. W. R. L. TRICKETT (TREASURY)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

(S. 37467.)

Treasury Chambers,
Whitehall, S.W.1, 19th December, 1932.

MY DEAR HOWARD,

WITH reference to our discussion with Laithwaite last Friday, we should be glad to have the Colonial Office views on the various conclusions tentatively reached, and also your advice as to the financial results and the sufficiency of the Colonial and Middle Eastern Vote under its existing provision. We discussed the following four matters.

(1) *Civil Hospital.* We are willing to pay £3,000 now, in respect of running expenses for the two years, 1931 and 1932, and we will provide £1,500 in 1933. India also claim 40 per cent. of capital expenditure incurred in the three years, 1930-1932; and the compromise is suggested that we pay the two years, 1931 and 1932 only = a sum of £2,412 to be paid to India. We agree that as only £120 per annum is involved on our side, India may retain the whole of their receipts. The above arrangement is to hold good until the end of 1933, a fresh arrangement to be negotiated for 1934 *et seqq.*

(2) *Police.* India claim a proportion of the cost of the existing buildings utilized by the Police. The proportionate liability we are asked to assume is 29 per cent. of the present value of the buildings = £12,375, which may be expressed in terms of a fair annual rental at £500 per annum. India invite us to accept a continuing charge of £500 per annum as from (and including) 1930.

* C. 97896/32 [No. 5]: not printed.

The difficulty we naturally feel is that the acceptance of the claim, as also the claim in respect to the proportionate cost of the capital improvements to the Civil Hospital, is that it involves the acceptance of the new principle of liability for capital expenditure previously incurred. On the other hand we cannot fail to recognize that there is some justice in India's case, and compared to the whole expenditure incurred at Aden, Settlement and Protectorate, the amounts here involved are but small.

(3) *Sana'a representation.* This matter is hardly ripe for discussion, but India may be prepared to undertake sympathetically to entertain our claim to contribution as and when it matures.

(4) *Income tax.* Laithwaite has suggested, subject to the approval of the Government of India (from whom he has not yet heard), India should receive one-third of our income tax collections on the salaries of Imperially paid officers, in return for the grant of exemption from India tax. A tax-sharing agreement as such I do not think we could possibly make. It would be thoroughly objectionable in principle and hardly possible to apply in practice. You will recollect I pointed out to Laithwaite that income tax returns would not be available to us or to India, and the varying assessments, dependent on receipts of private income and allowances for children, &c., would render any arrangement as suggested quite unworkable. But the case might possibly be met by arbitrarily fixing a sum approximating to a third of the normal tax on the total of official salaries paid, and allow that sum as a credit in the contribution payable by India in aid of your voted expenditure. Will you be so good as to consider in consultation with the Air Ministry a solution on those lines.

Will you therefore kindly let us have the Colonial Office views on the above questions, with any counter-suggestions you may have to make, and also a statement of the ability of your Vote to meet the financial consequences. I should add that the money needed to give effect to any settlement now concluded should properly be found from the existing provision 1932, and not deferred for provision in 1933, and a Supplementary is of course to be definitely ruled out.

Yours, &c.,
W. R. L. TRICKETT

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2. ESTABLISHMENT (EMOLUMENTS, &c.).

(i) Resident and Residency.

C. 79270/30 [No. 1].

No. 53

INDIA OFFICE to COLONIAL OFFICE

India Office, 14th March, 1930.

THE Under-Secretary of State for India presents his compliments to Under-Secretary of State, Colonial Office, and begs to transmit to him copy of correspondence from the Government of India on the subject of the electric energy for the Residency at Aden

Reference to previous correspondence: Letter from the India Office of the 25th January, 1930.*

Enclosure in No. 53.

Political Department,
Bombay Castle, 9th December, 1929

(No. 4408-C.)

SIR,

I AM directed by the Governor in Council to invite a reference to the letter from the Government of India in the Foreign and Political Department, No. 43(14)-A, dated the 25th July, 1927, regarding the payment of rent by the Resident and Commander-in-Chief, Aden, for the electric installation in the Residency, and to forward a copy of a letter from him dated the 27th September, 1929, and of its accompaniment, in which for the reasons stated therein the Resident requests that the electric lighting of the guard house outside the Residency buildings should not be included in the 200 units free allowance but should be paid for separately from the grant to which lighting

* C. 79274/30 [No. 4]: not printed.

costs of the Residency Office and other civil buildings are charged. The Governor in Council supports the Resident's request. The Accountant-General, Bombay, a copy of whose note, dated the 16th November, 1929, is enclosed, is of opinion that the sanction of the Government of India is necessary. In the circumstances I am to request that the Government of India may be moved to accord the requisite sanction.

I have, &c.,
J. R. MARTIN,
Chief Secretary to the Government of Bombay,
Political Department.

The Foreign Secretary to the Government of India.

Copy of a letter from the Resident and Commander-in-Chief, Aden, dated the 27th September, 1929.

I HAVE the honour to request that an instruction may be given in respect of charges for electrical current supplied to this Residency and my own liability therefor, to enable me to reply to audit queries on the subject.

2. The attached copies of correspondence* with the Secretary of State for the Colonies reveals the general position, by which, in accordance with the terms of my original appointment, I am given exemption from charges up to 200 units a month but required to pay for any current used in excess of this amount. In this latter connexion a question has been raised as to whether, in assessing excess payments due from me since 1st August of last year, the electrical lighting of the guard house outside the Residency buildings should or should not be included with the 200 units free allowance. I have argued that it should not be so included, but paid separately from the existing contingent vote to which lighting costs of the Residency Office and other civil buildings are charged, my claim for special consideration in this respect is, I think, strengthened by the fact that as no accommodation is available in the Residency Office, my Aide-de-Camp and I are obliged to use the Residency buildings light and fans for all official purposes.

3. Pending your decision in this matter I have directed that a bill of Rs. 181/8/- for lighting the guard house during 12 months shall be met from the appropriate contingent vote.

Copy of Note, dated the 16th November, 1929, from the Accountant-General, Bombay.

RETURNED with compliments to the Secretary to Government in the Finance Department, Bombay.

2. As the Government of India, Foreign and Political Department letter dated 25th July, 1927, fixing 200 units which the Resident may consume per month does not specifically exclude the lighting in the guard room. I hold that the sanction of that Government is necessary to the exemption in question. It would seem that these are part of one installation and that there is no separate meter for the guard room.

Enclosure 2 in No. 53.

SIR,

New Delhi, 16th February, 1930.

WITH reference to your letter No. 4408-C, dated the 9th December, 1929, I am directed to say that the Governor-General in Council is pleased to decide that the current consumed for the electric lighting of the guard house outside the Residency buildings should not be included in the free allowance of 200 units sanctioned in the Government of India, Foreign and Political Department, letter dated the 25th July, 1927, but should be paid for separately from the grant to which the lighting costs of the Residency and other civil buildings are charged.

I am, &c.,
V. NARAHARI RAO,
Under-Secretary to the Government of India

The Chief Secretary to the Government of Bombay,
Political Department.

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* Nos 95 and 96 in Middle East No. 22.

C. 79290/30 [No. 10].

No. 54.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 55.]

India Office, Whitehall,
London, S.W.1, 15th September, 1930.

SIR,

I AM directed by the Secretary of State for India to refer to correspondence ending with your letter of the 12th May,* relative to the leave of Sir Stewart Symes, Resident at Aden, and to enclose, for the information of the Secretary of State for the Colonies, a copy of a letter addressed to the Office of the High Commissioner for India by the Accountant-General, Bombay, on the subject.

The Secretary of State will be glad if he may be furnished with the information asked for in the second paragraph of the Accountant-General's letter. I am to add that Sir S. Symes is at present being treated by the High Commissioner for India as on leave for the period of four months from the 8th May to the 7th September on leave salary at the rate of Rs. 2,500 *per mensem*.

I am, &c.,
J. C. WALTON.

Enclosure in No. 54.

Bombay, 15th August, 1930.

SIR,

IN continuation of this office endorsement, dated 11th July, 1930, I have the honour to state that Lieutenant-Colonel Sir G. S. Symes, Resident and Commander-in-Chief, Aden, has been granted by His Majesty's Government five months' leave with effect from 8th May, 1930. As he is a Colonial Service Officer he is governed by the conditions regarding leave and leave salary applicable to Colonial Service Officers according to the agreement arrived at between the India Office and the Colonial Office.

I would, therefore, request you to kindly ascertain from the Colonial Office and communicate to this office (i) the rate or rates of leave salary payable to Lieutenant-Colonel Sir G. S. Symes during the entire period of his leave, and (ii) the leave earned by him in respect of his service as Resident, Aden, from 16th July, 1928, to 7th May, 1930. A copy of the rules regulating the leave and leave salary of Colonial Service Officers may also kindly be obtained and forwarded to this office. The necessary leave salary certificate will be issued on receipt of your reply.

I have, &c.,
V. N. ADAVI,
Assistant Accountant-General.

To the Chief Accounting Officer
to the High Commissioner for India,
London.

C. 79290/30 [No. 12].

No. 55.

COLONIAL OFFICE to INDIA OFFICE.

Downing Street, 6th November, 1930.

SIR,

I AM directed by Lord Passfield to refer to your letter of the 15th of September,† and to state, for the information of the Secretary of State for India, that the leave taken this year by Sir Stewart Symes, the Resident at Aden, was leave with full pay for the entire period.

2. With regard to the scale of leave for which the Resident at Aden, when appointed by the Secretary of State for the Colonies, is eligible, I am to state that, in view of the close proximity of Somaliland and Aden, it is considered that the scale applicable to the Governor of Somaliland would be appropriate in the case of the Resident at Aden, and it is accordingly proposed to adopt this scale in future.

* C. 79290/30 [No. 5]: not printed.

† No. 54.

3. The grant of leave to the Resident at Aden when appointed by this Department will, therefore, in future be in accordance with the following rule:—

"A tour of residential service shall be from 12 to 15 months, but the Resident may be detained beyond 15 months if the exigencies of the Service require it, and if no unfavourable report on his health has been received. Subject to the interests of the service, the Resident may, after every tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to the United Kingdom, plus 3½ days for each complete calendar month of residential service; and, if specially detained on public grounds after the completion of a tour of 15 months' service, he may be granted vacation leave for 3½ days more with full pay in respect of each completed calendar month that he may have been detained.

"In the case of a Resident who is returning to Aden for further service, there may be added to his vacation leave a further period of leave with full pay, known as 'return leave,' for 3½ days for each completed calendar month of residential service, plus the time necessarily taken on the journey from the United Kingdom."

Such leave will be with full pay, exclusive of entertainment allowance.

4. It should be observed that the Governor of Somaliland, unlike other Colonial Governors, receives no passage allowance at the beginning and end of his term of office, but is granted instead free first-class passages (with an allowance of £40 towards the cost of his wife's passage once in each direction during each tour of service) between England and Somaliland on first appointment, leave, and termination of appointment. This arrangement will not apply to Sir S. Symes, as the conditions of his appointment provide for the payment of passage allowance at the beginning and end of his term of office only.

5. A copy of a despatch* addressed to the Resident on the subject is enclosed herewith for information.

I am, &c.,
H. R. COWELL.

C. 79290/30 [No. 11].

No. 56.

THE SECRETARY OF STATE to THE RESIDENT.

(No. 83.)

SIR,

Downing Street, 6th November, 1930.

I HAVE the honour to transmit to you, for your information, copies of correspondence† with the India Office regarding the scale of leave for which the Resident at Aden, when appointed by the Secretary of State for the Colonies, is eligible. The rule laid down in the enclosed letter to the India Office is based on the provisions of Colonial Regulations 102 and 103.

2. Your present tour of service will date from the 28th of September inclusive, and at the end of this tour you will be eligible for leave calculated in accordance with this rule. You will also be allowed an additional period of four weeks' leave in accordance with the terms of Colonial Office letter of the 8th of September.‡

I have, &c.,
PASSFIELD.

C. 80643/31 [No. 14].

No. 57.

SECRETARY OF STATE FOR THE COLONIES to LIEUTENANT-COLONEL B. R REILLY.

SIR,

Downing Street, 13th April, 1931.

I HAVE the honour to confirm my telegram of 5th March,§ in which I informed you that His Majesty the King had been pleased to approve your appointment as

* No 56. † Nos. 54 and 55. ‡ P.F. 19668 [No. 63]: not printed
§ C. 80643/31 [No 11]: not printed.

Resident and Commander-in-Chief in Aden in succession to Lieutenant-Colonel Sir George Stewart Symes, K.B.E., C.M.G., D.S.O.

The salary of the post is Rs. 3,000 *per mensem plus* sterling overseas pay of £1'3 6s. 8d. *per mensem*. There is admissible in addition a sumptuary allowance of Rs.500 *per mensem* which, during the absence on leave, &c., of the substantive occupant of the post of Resident, will be drawn by the officer officiating for him. The salary of the Resident is paid in equal proportions from Indian and British funds. You will be liable to Indian income tax in respect of your whole salary, and to assessment to United Kingdom income tax in respect of the moiety of your emoluments paid from United Kingdom funds, subject to an allowance in respect of Indian income tax paid on that moiety.

You will be exempted from the payment of house rent, lighting, and sanitary charges, but the exemption from lighting charges will extend to 200 units *per mensem* only, and any additional units consumed over and above that figure will form a charge on the Resident. The leave admissible to you during your tenure of the appointment will be as laid down in the Indian Fundamental Rules. The Government of India will be wholly responsible for all expenditure, of whatever sort, in connection with your pension, and you will have no claim to any pension or additional pension from the United Kingdom Exchequer in respect of the period of your service as Resident at Aden. You will be entitled to travelling allowance at transfer rates and pay during transit to and from Aden under the provisions of the Indian Fundamental Rules. The term of the appointment is five years.

As Resident you will be responsible to me, as Secretary of State for the Colonies, for military and Protectorate matters, and to the Government of India and the Government of Bombay for the civil affairs of the Settlement. You will also be titular Commander-in-Chief, but the military forces will be under the Officer Commanding the Air Forces at Aden.

Your appointment will take effect from the 18th March,* 1931, inclusive.

I have, &c ,
PASSFIELD

(ii) First Assistant Resident.

Accts. 197 F. 28/29 [No. 31].

No. 58.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 59.]

India Office, Whitehall, London, S.W.1, 18th March, 1930.

SIR,

I AM directed to refer to the statements of Aden expenditure for the first six months of 1928-29, forwarded to your Department with the letter from this Office dated 24th June last,† and to enclose a copy of a letter from the Government of Bombay relative to the adjustment of the emoluments of Major T. C. W. Fowle for the period from 5th April to 15th July, 1928, during which he officiated as Resident and Commander-in-Chief while continuing to carry out the duties of First Assistant Resident. It will be observed that in lieu of the allocation effected in Statement C it is now proposed that the officer's substantive pay and overseas pay, together with special pay and language allowance, should be charged equally to the two appointments, the effect being to render Imperial revenue liable for one-fourth of these emoluments, to the extent of £137 10s. 9d. I am accordingly to request that this sum may be set off against the advances made by the Colonial Office to this Office.

I am, &c.,
J. CLOUGH,
Deputy Accountant-General.

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* Should read "April." Amended by C. 80643/30 [No. 18]: not printed.

† Accts. 197 F. 28/29 [No. 1]: not printed.

Enclosure in No. 58.

Political Department, Bombay Castle,
21st February, 1930.

SIR,

Aden Expenditure for 1928-29.

* * * * * * * * * *

I am directed by the Governor in Council to state that Major T. C. W. Fowle, who held the dual charge of the appointments of the Resident and Commander-in-Chief and First Assistant Resident, Aden, from the 5th April to 15th July, 1928, received during the period the emoluments detailed in margin. In the absence of any arrangement to cover a case of this kind, the Accountant-General, Bombay, allocated items (7) and (8) between the Home and India Governments in equal proportions, and debited the rest to Indian revenues. He now suggests, and the Governor in Council agrees with him, that a more equitable arrangement would be to charge items (5) and (6) to the post of the First Assistant, and items (7) and (8) to that of the Resident and Commander-in-Chief, Aden, the substantive pay to Major Fowle and his other allowances being charged equally to the two posts. If the India Office is agreeable to this course, a further claim of Rs. 1,498.12 and £25 2s. 7d. (or £137 10s. 9d. in all) may be preferred against the Colonial Office.

(1) Substantive pay Rs. 1,600 *per mensem* from 5th April, 1928, to 5th June, 1928, and Rs. 1,700 *per mensem* from 6th June, 1928, to 15th July, 1928.
(2) Sterling Overseas Pay £30 *per mensem*.
(3) Special pay (Aden allowance) Rs. 50 *per mensem*.
(4) Arabic Language allowance Rs. 100 *per mensem*.
(5) Steamer Point Compensatory allowance Rs. 30 *per mensem*.
(6) Conveyance allowance Rs. 50 *per mensem*.
(7) Allowance for acting as Resident and Commander-in-Chief, Aden, Rs. 400 *per mensem*.
(8) Sumptuary allowance Rs. 500 *per mensem*.

* * * * * * * * * *

I have, &c.,
D. J. MCDONNELL
(for Chief Secretary to the Government of Bombay,
Political Department).

The Deputy Accountant-General,
India Office,
Whitehall, London, S.W.1.

Accts. 197 F. 28/29 [No. 33].

No. 59.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by Nos.* 60 *and* 62.]

Downing Street, 10th April, 1930.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 18th March, 1930,* preferring a claim for £137 10s. 9d. in respect of a share of the emoluments of Major T. C. Fowle, First Assistant Resident, Aden, while acting as Resident during the period from 5th April to 15th July, 1928.

2. In reply I am to request you to inform Mr. Secretary Wedgwood Benn that the Secretary of State would prefer to adhere to the basis of division of Major Fowle's emoluments which was included in the claim against the Colonial Office in respect of divisible expenditure in Aden for the six months to 30th September, 1928, and he would deprecate any attempt to amend that claim in respect of items already agreed upon. In his opinion it is desirable to avoid making an already complicated basis of allocation still more complicated. As regards the basis of division of similar cases of acting appointments in future Lord Passfield would suggest that any additional allowances paid to an officer while acting in another post (the substantial holder of which continues to draw the emoluments thereof) should be divided in the same manner as the emoluments of the post in which he is acting and that the basis of division of the emoluments of the acting officer's substantive post, which he continues to draw, should remain unaffected by the change.

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* No 58.

3. If Mr. Wedgwood Benn concurs in the above view I am to suggest that the claim in respect of Major Fowle should be withdrawn as during the period while he was acting as Resident, Sir Keith Stewart, the retiring Resident, was enjoying 150 days' combined leave in respect of which His Majesty's Government bore a moiety of the cost. In this connexion reference is invited to your letter of the 10th January, 1929.*

I am, &c.,
A. J. DAWE.

Accts. 197 F. 28/29 [No. 35].

No. 60.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 61.]

India Office, Whitehall, London, S.W.1, 8th May, 1930.

SIR,

I AM directed by the Secretary of State for India to refer to your letter of the 10th April,† regarding the claim preferred by this Office in respect of a share of the emoluments of Major T. C. Fowle while acting as Resident, Aden, during the period from the 5th April to the 15th July, 1928.

The Secretary of State, after weighing the considerations advanced in your letter, regrets that he cannot see his way to withdraw the claim. He does not see anything abnormal in the fact that while Major Fowle was acting, the substantive holder of the post was enjoying 150 days' combined leave; rather it seems probable that in the case of future acting appointments the Resident will generally be on leave and drawing pay. If Major Fowle had not continued to discharge the duties of First Assistant Resident a moiety of his total emoluments for the officiating period would have fallen to be borne by His Majesty's Government. An economy resulted from his continuing to fill the post of First Assistant, and it seems fair that the benefit therefrom should be adequately shared by Indian revenues. The Secretary of State remains of the opinion that it is equitable that for the officiating period, when Major Fowle filled both posts, his salary should be regarded as divided equally between them, and that the portion assigned to the Resident's post should be shared by His Majesty's Government on the accepted basis of division. Mr. Benn does not consider that the arrangement on the accepted basis of division is unduly complicated and he trusts that on reconsideration Lord Passfield will see his way to accept it.

I am, &c.,
SIDNEY TURNER,
Accountant-General

Accts. 197 F. 28/29 [No. 36].

No. 61.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 62.]

Downing Street, 2nd June, 1930.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of Mr. Turner's letter of the 8th May,‡ regarding the claim for refund of a share of the emoluments of Major T. C. Fowle while acting as Resident, Aden, during the period from the 5th April to the 15th July, 1928.

2. In reply I am to request you to inform Mr. Secretary Wedgwood Benn that this matter was discussed at a meeting between members of your Department and of this office on the 21st May, when it was pointed out that the Secretary of State is prepared to admit that there are some grounds for agreeing that, for the officiating period when Major Fowle filled both posts, his salary should be regarded as divisable equally between the costs of Resident and First Assistant Resident, and that the portion assigned to the Resident's post should be shared by His Majesty's Government on the accepted basis of division for that post. On the other hand he would feel it incumbent on him, if this course were followed, to prefer a counter claim against Indian revenues for refund

* C. 59318/28 [No. 9]: not printed. † No. 59. ‡ No. 60.

of a portion of the salary of Mr. R. S. Champion, Second Assistant Resident and Protectorate Secretary, while acting as First Assistant Resident during the leave recently enjoyed by Lieutenant-Colonel Reilly.

3. Lord Passfield is still of the opinion, however, that the two Departments should, if possible, avoid making supplementary claims and counter claims on each other which claims would, from a cash point of view, tend to cancel each other out.

4. I am according to request that Mr. Wedgwood Benn may be moved to withdraw the claim in question and to accept the arrangement set out in paragraph 2 of the letter from this office of the 10th April,* under which additional allowances only paid to an officer while acting in another post, the substantive holder of which continues to draw the emoluments thereof, would be divided in the same manner as the emoluments of the post in which he is acting, and the basis of division of the emoluments of the acting officer's substantive post, which he continues to draw, would remain unaffected by the change.

I am, &c.,
F. J. HOWARD.

Accts. 197 F. 28/29 [No. 40].

No. 62.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall, London, S.W.1, 23rd July, 1930.

SIR,

I AM directed to refer to Mr. Howard's letter of the 2nd June,† and to inform you that the Secretary of State for India in Council agrees to withdraw the claim for £137 10s. 9d. in respect of a further share of the emoluments of Major T. C. W. Fowle for the period 5th April to 15th July, 1928, during which he acted as Resident at Aden.

Mr. Benn also accepts the proposal set forth in paragraph 2 of your Department's letter of the 10th April* that any additional allowances paid to an officer while acting in another post, the substantive holder of which continues in receipt of the emoluments thereof, should be divided in the same manner as the emoluments of the post in which he is acting, the basis of division of the emoluments of the acting officer's substantive post, which he continues to draw, remaining unaffected by the change. The Government of India are being informed accordingly.

I am, &c.,
SIDNEY TURNER.

(iii) Second Assistant Resident and Protectorate Secretary.

C. 79305/30 [No. 18].

No. 63.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 23rd June, 1930.)

[*Answered by No.* 64.]

(No. 126.)

The Residency, Aden, 11th June, 1930.

MY LORD,

I HAVE the honour to refer to Colonial Office telegram of the 26th October, 1929,‡ and subsequent correspondence on the subject of provision of a house for the Protectorate Secretary, and to report that Mr. R. S. Champion went into occupation of the newly adapted house on the 7th May, 1930.

2. In view of the fact that the work of adaptation has not yet been fully completed it has not yet been possible to assess the rent of the building in accordance with Fundamental Rule 45-A.III. of the Government of Bombay. In accordance with Colonial Office despatch No. 6 of the 4th April, 1929,§ Mr. Champion becomes liable to the payment of rental contribution not exceeding 10 per cent. of the amount of his Aden salary. It is not anticipated that the assessment will be less than the maximum rental contribution, and I, therefore, request that the necessary deductions may be made from Mr. Champion's salary in the United Kingdom as from the 7th May, 1930.

* No. 59. † No. 61. ‡ C. 69279/29 [No. 27]: not printed.
§ P.F. 19148 M.E. [No. 48]: not printed.

3. In this connexion I would observe that Mr. Champion is proceeding on 4½ months' leave on the 4th July. In accordance with Fundamental Rule 45-A.III. of the Government of Bombay an officer on leave exceeding 4 months should be held to have ceased to be in occupation of the building from the date of commencement of such leave and will not be liable to rent in respect thereof. It is presumed that in these circumstances deductions in respect of rent will not be made from Mr. Champion's salary during the period of his leave.

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

C. 79305/30 [No. 24].

No. 64.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

[*Answered by No.* 65.]

(No. 72.)

Downing Street, 12th September, 1930.

SIR,

I HAVE the honour to refer to your despatch No. 126 of the 11th June last,* on the subject of the liability of Mr. R. S. Champion to a rental deduction whilst in occupation of the house provided for him at Aden, and to inform you that, in accordance with the usual practice of this Office, Mr. Champion's liability will relate only to the periods during which he is in occupation of the house, provided that the house is available for occupation by another official whilst Mr. Champion is on leave.

2. Recovery has been effected in the United Kingdom of a provisional rental deduction of 10 per cent. of his salary for the period 7th May to 3rd July, 1930, inclusive, i.e., from the date of his occupation of the house to the day preceding his departure from Aden on leave.

3. I have to request that you will, in due course, notify me of the actual amount of the rental contribution to be paid.

4. I have also to request that you will confirm the actual date of Mr. Champion's departure from Aden on leave (4th July, 1930), as no leave and last pay certificate has been forwarded to me, and notify me in due course of the date of his return from leave.

I have, &c.,
PASSFIELD.

C. 79305/30 [No. 27].

No. 65.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 17th November, 1930.)

(No. 228.)

The Residency, Aden, 5th November, 1930.

MY LORD,

I HAVE the honour to refer to Your Lordship's despatch No. 72 dated 12th September, 1930,† regarding the liability of Mr. R. S. Champion to a rental deduction while in occupation of the house provided for him.

2. Mr. Champion left Aden on the 7th July in the afternoon, and is therefore liable to pay rent from 7th May to 7th July.

3. The actual amount of rental contribution debitable to him is £9 3s. *per mensem*. This has been calculated at 10 per cent. of his emoluments, excluding conveyance allowance.

4. The date of Mr. Champion's return from leave will be communicated in due course.

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

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* No. 63.

† No. 64.

C. 89305/31 [No. 1].

No. 66.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 9th February, 1931.)

[*Answered by No.* 67.]

(No. 19.)

The Residency, Aden, 28th January, 1931.

MY LORD,

I HAVE the honour to refer to my despatch, No. 228, dated the 5th November, 1930,* on the subject of the liability of Mr. R. S. Champion to a rental deduction while in occupation of the house provided for him.

2. I regret that it was wrongly stated in that despatch that the amount of rental contribution debitable to Mr. Champion is £9 3s. a month, calculated at 10 per cent. of his emoluments excluding conveyance allowance.

3. In Your Lordship's despatch, No. 49, of the 19th July, 1928,† regarding the appointment of Mr. Champion to the post of Protectorate Secretary it was stated, *inter alia*, that this officer would be provided with a house at Aden subject to the payment of a rental contribution not exceeding 10 per cent. of the amount of his Aden salary.

4. Mr. Champion's Aden salary is £1,000 a year, and rental contribution therefore debitable to him is £8 6s. 8d. a month. I have the honour to request that the necessary adjustment may accordingly be made in this officer's account, a statement of which was attached to Your Lordship's despatch, "Accounts" No. 1, dated the 8th January, 1931.‡

I have, &c.,
B. R. REILLY
(for Resident, &c.)

C. 89305/31 [No. 4].

No. 67.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Accounts.)
(No. 12.)

Downing Street, 25th March, 1931.

SIR,

I HAVE the honour to acknowledge the receipt of your despatch, No. 19, of the 28th January,§ regarding the rent contribution payable by Mr. R. S. Champion, Second Assistant Resident and Protectorate Secretary, and in reply, to inform you that it was the original intention of my predecessor to follow in this case the practice already obtaining in the case of the other Assistant Residents by providing him with a house subject to the payment of a contribution of not exceeding 10 per cent. of his salary. In these circumstances I feel that, in determining the amount of Mr. Champion's salary for this purpose, I must to some extent be guided by the regulations appertaining to the other Assistant Residents. I have accordingly caused the India Office to be approached in the matter and, as a result, I understand that an officer of the Indian Service who occupies a residence owned or leased by Government is required to pay the "standard rent" of the house or a contribution of 10 per cent. of his emoluments whichever is less. For this purpose "emoluments" is defined in the Fundamental Rules of the Indian Civil Service as including pay and allowances of all kinds except travelling allowances.

2. It will be clear to you from the foregoing that, if Mr. Champion were in the Indian Service, his local allowance would be taken into account in assessing his rent and, in all the circumstances, I regret that I can see no very good grounds for treating him differently in this respect to other officers of similar rank serving at Aden. He must, therefore, be held liable to pay a rent contri-

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* No. 65. † No. 108 in Middle East No. 22. ‡ File No. 28 Accounts: not printed.
§ No 66.

bution of 10 per cent. of his total emoluments of £1,100 per annum, and recovery of the contribution on this basis will continue to be made from the salary issued on his behalf by the Colonial Office.

Salary	£1,000
Local allowance	£100
	£1,100

3. I gather from your despatch No. 126 of the 11th June, 1930,* that it was the intention to assess the house for rental purposes in accordance with Fundamental Rule 45-A.III. of the Government of Bombay but that it was not anticipated that the assessment would be less than the maximum rental contribution. While I do not appear to have been informed of the actual amount of the assessment, I may state that, if the amount of the "standard rent" found to be payable under Indian Regulations were less than the contribution of 10 per cent. of Mr. Champion's total emoluments, I should be prepared to reconsider my decision in this matter.

I have, &c.,
PASSFIELD.

(iv) Revision of Pay of Second Interpreter, Residency Office.

C. 79270/30 [No. 3].

No. 68.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 14th July, 1930.

I AM directed by the Secretary of State for India to refer to the Government of India's letter of the 19th June, 1930, of which a copy was sent to you on the 8th July,† regarding the revision of the pay of the 2nd Interpreter, Residency Office, Aden.

It will be seen that the Bombay and Indian Governments support the Resident's proposal to increase the 2nd Interpreter's pay to Rs. 150—5—180 *per mensem*. As the pay of the appointment is wholly debitable to Imperial revenues the Secretary of State would be glad to learn whether His Majesty's Government are willing to sanction the proposal and to confirm the action already taken by the Bombay Government in permitting the present incumbent of the post to advance to the maximum (Rs. 150 *per mensem*) of his present scale of pay.

A copy of this letter and of the Government of India's letter of 19th June is being sent to the Treasury.

I am, &c.,
J. G. LAITHWAITE.

C. 79270/30 [No. 4].

No. 69.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 70.]

SIR Downing Street, 31st July, 1930.

I AM directed by Lord Passfield to refer to the letter from the India Office of the 14th of July,‡ of which a copy was forwarded to you direct, regarding the revision of the pay of the 2nd Interpreter, Residency Office, Aden, and to request that the Lords Commissioners of His Majesty's Treasury may be moved to sanction the proposal of the Resident to increase the 2nd Interpreter's pay to Rs. 150—5—180 *per mensem*, and to confirm the action already taken by the Bombay Government in permitting the present incumbent of the post to advance to the maximum (Rs. 150 *per mensem*) of his present scale of pay. A copy of this letter is being sent to the India Office.

I am, &c.,
H. R. COWELL.

* No 63. † C. 79270/30 [No 2] not printed. ‡ No 68

C. 79270/30 [No. 6].

No. 70.

TREASURY to COLONIAL OFFICE.

(E. 19607.)

SIR, Treasury Chambers, 8th August, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 31st ultimo,* relative to the revision of the pay of the 2nd Interpreter, Residency Office, Aden.

In reply I am to request you to inform the Secretary of State for the Colonies that My Lords sanction the increase in the scale of the post in question to Rs. 150—5—180 *per mensem*, and They also confirm the action already taken by the Bombay Government in permitting the present incumbent to advance to the maximum (Rs. 150 *per mensem*) of his present scale of pay.

A copy of this letter is being sent to the India Office.

I am, &c.,
H. E. FASS.

(v) Administrative Staff—Reorganization.

C. 89261/31 [No. 1].

No. 71.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 10th February, 1931.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter from the Government of India on the subject of posts in Aden.

Enclosure in No. 71.

COPY OF A LETTER DATED BOMBAY CASTLE, 5TH NOVEMBER, 1930, FROM THE SECRETARY TO THE GOVERNMENT OF BOMBAY, POLITICAL DEPARTMENT, TO THE FOREIGN SECRETARY TO THE GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT.

Proposal to post an officer of the Bombay Civil Service to Aden as Treasury Officer and extra Assistant Resident.

I AM directed by the Governor in Council to forward a copy of a letter from the Resident and Commander-in-Chief, Aden, dated the 2nd August, 1930, together with a copy of the note accompanying it, regarding a proposal to post an officer of the Bombay Civil Service to Aden as Treasury Officer and Extra Assistant Resident. This proposal has already been mentioned to the Government of India in my express letter, dated the 11th August, 1930.

2. The Governor in Council recommends the proposal of the Resident and Commander-in-Chief. No suitable Indian Deputy Collector has offered himself for this appointment, and in any case the Resident is anxious to have an officer of the type of Mr. H. Fleming, City and Cantonment Magistrate, Poona. Mr. Fleming at present draws Rs. 650 pay plus Rs. 100 special pay, plus Rs. 75 Compensatory Local Allowance. He is willing to accept the post if he is given pay at Rs. 1,000-50-1,200. The Governor in Council considers this pay not unreasonable looking to Mr. Fleming's special qualifications, the responsibilities of the appointment and the unattractiveness of the place. It also is in proportion to the scale of pay of the Superintendent of the Residency Office who draws Rs. 400-25-700.

3. I am accordingly to request that the sanction of the Government of India to the conversion of the post of 3rd Assistant Resident into that of a Treasury Officer and Extra Assistant Resident, Aden, on the grade proposed above, viz, Rs. 1,000-50-1,200, and the appointment of a Provincial Service Officer to it may be obtained as soon as possible, and the decision of the Government of India communicated by wire.

* No. 69.

(Confidential.)

SIR, The Residency, Aden, 2nd August, 1930.

Superior Establishment. Proposed appointment of a Provincial Service Officer.

I HAVE the honour to refer to the telegram No. 2351, dated 22nd July, 1930, from the Secretary of State for India to His Excellency the Viceroy regarding the appointment of Captain G. V. Ropner, Aide-de-Camp to the Resident and Commander-in-Chief, as Assistant Superintendent of Police at Aden.

2. As the appointment of Captain Ropner as Assistant Superintendent of Police leaves the post of Aide-de-Camp vacant, I recommend that this opportunity be taken to put into effect the proposals contained in Sir Stewart Symes' note, dated New Delhi, the 19th February, 1930 (copy enclosed), by posting to Aden a suitable Provincial Service Officer to be Treasury Officer and Extra Assistant to the Resident. It is proposed that this Officer should undertake most of the duties now performed by the 3rd Assistant Resident which include magisterial work at Tawahi and Shaikh Othman, as well as the work of the Treasury at the Crater.

3. The appointment, if sanctioned, will enable the 3rd Assistant Resident to become Personal Assistant to the Resident and Commander-in-Chief as proposed by Sir Stewart Symes. His work will comprise the present duties of the Resident's Aide-de-Camp, which include all cipher work, together with such secretarial duties as the Resident may find it convenient to give him. Sir Stewart Symes considers that this appointment will provide useful experience for a young British Officer of the Indian Political Department, and it will enable the existing post of Aide-de-Camp to be abolished.

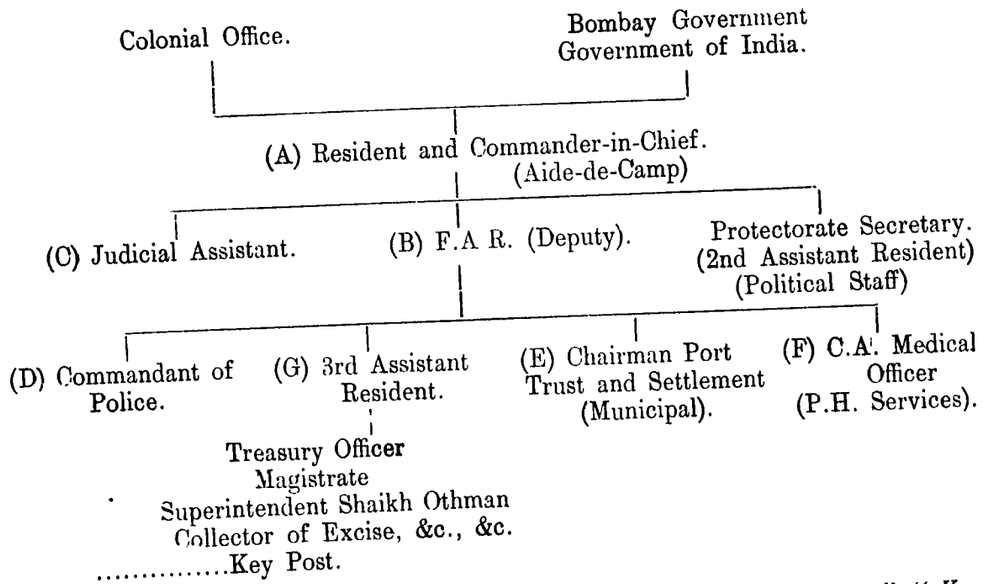
4. A temporary local arrangement has been made during the absence of Sir Stewart Symes on leave for the performance of the Aide-de-Camp's duties, but this will come to an end on his return to Aden in about two months' time. I shall therefore be grateful for early orders on the recommendations contained in this letter

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

To the Secretary to Government,
Political Department, Bombay.

Note on Staff appointment at Aden.

Present Organization.



2. The present (and peculiar) circumstances of Aden require that all "*Key posts*" should be filled by British Officers, who, *eo facto*, can commend themselves

to the Arab-Indian miscellany which composes the local population. Through these "key posts" all branches of local administration are required to be brought under personal control.

3. The filling of posts (B) to (F) is primarily a matter of selection and appointment of suitable British Officers, but—

appointment (D) should be made permanent, and functions of (F) require extension and definition;

correspondence on this subject is with Bombay Government memorandum (General Department) No. 6720 of 11th December, 1929.

It will be noted that immediate supervision of Treasury, revenue and minor magisterial, services are vested with (G)—3rd Assistant Resident—a young officer of the Political Department without much experience or technical knowledge. This is unsatisfactory. His functions would be better discharged by an officer better acquainted with Financial and Accountant's work

4. My suggestion for the future are:—

(*a*) a Junior Political Officer (British) to be Personal Assistant to Resident and Commander-in-Chief in substitution for an Aide-de-Camp (existing post);

(*b*) appointment of a technical (3rd Assistant) Officer, who could be British or Indian, for the services hitherto performed by the Junior Political Officer.

G. S. SYMES.

New Delhi,
19th February, 1930.

FROM FOREIGN, NEW DELHI, TO BOMPOL, BOMBAY.

(Dated New Delhi, the 9th January, 1931.)

TELEGRAM.

No. 34-E. REFERENCE your letter No. 407-D of 5th November. Third Assistant Resident, Aden. Government of India are prepared to agree to your proposals but would prefer that effect should be given to them in first instance experimentally. Question of securing Secretary of State's sanction to convert present experimental measure into permanent arrangement will be taken up in 18 months' time, if experiment justifies this course.

C. 89311/31 [No. 1].

No. 72.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 31st December, 1931.)

(Confidential.)
(No. 254.)

SIR, The Residency, Aden, 16th December, 1931.

I HAVE the honour to report that in October last the Government of India, in consequence of the present financial crisis, were led to examine the question of the Officer Establishment of the Aden Residency, and requested the Government of Bombay to report whether it would be possible under the stress of financial necessity to bring the post of First Assistant Resident under reduction.

2. After carefully examining the question, I proposed that the objections to the suggested reduction could be overcome by—

(*a*) strengthening the Residency Office subordinate staff on the administrative side;

(*b*) bringing the Protectorate Secretary into consultation on important matters connected with the civil administration and appointing him as District Magistrate.

This latter proposal, which requires your assent, is intended to bring the Protectorate Secretary sufficiently into touch with the civil administration to enable him easily to officiate for the Resident in the latter's temporary absence.

It is not, however, intended to give him any administrative duties to perform beyond those of District Magistrate, which are largely nominal.

3. The Government of Bombay have accepted my proposals in principle, and when forwarding them to the Government of India have recommended that the Protectorate Secretary should be granted special pay of Rs. 200/- *per mensem* as remuneration for the comparatively light additional duties he will have to perform if the reduction of the appointment of First Assistant Resident is finally approved.

4. I anticipate that the Government of India will shortly be addressing you on the subject, and trust that my proposal for the association of the Protectorate Secretary with the civil administration to the extent described above as also the proposed additional remuneration for him, which will be borne by the Government of India, will meet with your approval.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 89311/31 [No. 2].

No. 73.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by Nos.* 74 *and* 76.]

Downing Street, 8th January, 1932.

SIR,

I AM directed by Secretary Sir Philip Cunliffe-Lister to transmit to you, to be laid before Secretary Sir Samuel Hoare, a copy of a despatch* which has been received from the Resident at Aden regarding certain changes which it is proposed to introduce in the Officer Establishment of the Aden Residency in consequence of the present financial crisis, and to say that, provided Sir Samuel Hoare concurs, the Secretary of State proposes to approve the proposal contained in (*b*) of paragraph 2 of this despatch.

2. I am further to point out that if, in accordance with this proposal, the Protectorate Secretary should at any time act for the Resident during his absence from Aden, it would appear reasonable that half of the salary paid to him in respect of such a period should be borne by the funds of the Government of India, and I am to inquire whether Sir Samuel Hoare is in agreement with this view.

I am, &c.,
F. J. HOWARD.

C. 97863/32 [No. 1].

No. 74

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 79.]

Whitehall, London, S.W.1, 11th March, 1932

SIR,

WITH reference to your letter of the 8th January,† regarding certain proposed changes in the establishment at Aden, I am directed by the Secretary of State for India to forward a copy of a letter, with its enclosures, from the Government of India. dated 15th February, in which they submit their final recommendations on the subject, and a copy of a subsequent telegram dated 29th February, No. 391.E.

2. In view of the terms of the Colonial Office letter cited above, Sir Samuel Hoare is informing the Government of India by telegram that the proposals are approved (subject to the reservation mentioned below), and requesting their observations on paragraph 2 of the letter, a copy of which was forwarded to India on receipt.

* No 72.

† No. 73.

3. As regards the proposal in paragraph 5 of the Government of India's letter, they are being informed that this matter is being taken up with the Colonial Office.

4. Sir Samuel Hoare is much impressed by the suggestion that the principle of alternation applied to the appointment of Resident should be extended to that of the Second Assistant and Protectorate Secretary, who will now become First Assistant and will be more closely associated with the civil administration. He feels that there is some danger of serious disadvantage if a Colonial Service Resident, who himself would presumably lack experience of Indian Civil administration, were unable to rely upon receiving expert advice on this subject from the senior officer of his staff. An arrangement of the nature suggested would also preserve a balance of Colonial and Indian experience in the establishment which would make for efficiency. Sir Samuel Hoare trusts that Sir Philip Cunliffe-Lister will give this suggestion his favourable consideration and will be so good as to intimate at an early date whether it is acceptable.

I am, &c.,
E. P. DONALDSON.

Enclosure 1 in No. 74.

SIR,

New Delhi, 15th February, 1932.

Abolition of the post of First Assistant Resident, Aden, and consequent arrangements for carrying on his duties.

I AM directed to refer to correspondence sent under cover of my weekly letter No. 160 (A)M, dated the 7th November, 1931, and to forward copies of two letters from the Bombay Government, dated the 21st November, 1931, and 15th January, 1932.

2. For the reasons given by the Bombay Government and in view of the acute financial stringency, the Government of India agree that the post of First Assistant Resident, Aden, should be abolished, some of the duties attached to the post being made over to the Second Assistant Resident and Protectorate Secretary, Aden, to whom a special pay of Rs. 200 *per mensem* should be granted. The cost of this special pay will be met from Indian revenues.

3. Other arrangements considered necessary in the same chain are :—

(*a*) creation of a post of Deputy Assistant Resident on pay of Rs. 500—50—750;
(*b*) reduction of pay of the post of Superintendent, Aden Residency, from Rs. 400—25—700 to Rs 325—20—425 *per mensem*, and
(*c*) fixation at Rs. 550 *per mensem* of the initial pay of the present Superintendent on his appointment to the new post of Deputy Assistant Resident

4. It will be seen from the enclosed statement that even allowing for the special pay to the Second Assistant Resident and pay of the post of Deputy Assistant Resident, the net annual saving accruing from the above proposals will amount to Rs. 19,590. As the abolition of the post of First Assistant Resident will affect the permanent Deputation Reserve of the Political Department cadre, which will now be fixed at eight, it requires the approval of His Majesty's Secretary of State for India. The pay of the post of Second Assistant Resident is met by His Majesty's Government and the proposed addition to his duties and consequent grant of special pay at Rs. 200 *per mensem* will require the consent of His Majesty's Secretary of State for the Colonies. The proposals, if approved, will be put into effect from the 1st March, 1932, and I am therefore to request that the necessary sanction may kindly be obtained and communicated to the Government of India at an early date by telegram.

5. In this connexion, I am also to suggest that the same principle of alternation accepted regarding the appointment of Resident, should be extended to that of the Second Assistant who will hereafter in effect become the First Assistant, and that it should be so worked as to ensure that when the Resident is an officer of the Colonial Civil Service this officer should be found from the Indian Political Department and *vice versa*. It is not expected that any practical difficulty will be found in making this arrangement.

6 In the event of the post of First Assistant Resident being abolished, the present Treasury Officer and Extra Assistant Resident, Aden, who is a Bombay Provincial

Service Officer, should in the opinion of the Government of India be replaced by an officer of the Political Department. This amounts in effect to revival of the post of Third Assistant Resident which was temporarily and as an experimental measure held in abeyance by the Government of India, *vide* correspondence forwarded with my weekly letter dated the 22nd January, 1931.

I have, &c.,
E. B. HOWELL,
Foreign Secretary to the Government of India.

To the Under-Secretary of State for India,
India Office,
London.

Political Department,
Bombay Castle, 21st November, 1931.

SIR,

Retrenchment in the Expenditure of the Central Government
(29—*Political*—*A*—*Aden*).

WITH reference to correspondence ending with my Express letter dated 30th October, 1931, I am directed by the Governor in Council to forward herewith a copy of a letter from the Resident and Commander-in-Chief, Aden, dated 31st October, 1931, and of its accompaniment, relating to retrenchment in the expenditure by the Central Government in Aden.

2. In regard to the cuts, other than the abolition of the appointment of the First Assistant Resident, it will be sufficient to state that the Governor in Council accepts the Resident's figures in the 5th column of the statement accompanying his letter, except in regard to the following :—

(*a*) Item III, allowances honoraria, &c. The saving is only Rs. 200.
(*b*) Item V—Contingencies, Court Storeroom Contingencies, Rs. 144.
(*c*) Item VI—Grant-in-Aid—Contribution for passages—Rs. 600.

Neither of the last two items appear in the budget.
The net savings, therefore, in the statement should be Rs. 19,514.

3. Coming to the proposals in connexion with the abolition of the appointment of the First Assistant Resident embodied in paragraph 3 (*a*), (*b*), (*c*) and 4 and 5 of the Resident's letter, it is necessary to consider the position as it is at present and not to take into consideration, as the Resident has done in paragraph 3 (*a*) of his letter, the fact that Aden will shortly be converted into a Chief Commissionership. It will be seen from paragraph 2 of the letter from the Government of Bombay, No. 1833, dated 13th March, 1908, that the First Assistant Resident then was :—

(1) District Magistrate.
(2) Chairman, Executive Committee.
(3) Chairman, Port Trust.
(4) Civil Judge.
(5) Collector of Income Tax, in charge of the Treasury.
(6) Educational Inspector.
(7) Personal Assistant to the Resident.
(8) First Assistant Resident :—
  (*a*) Civil Administration,
  (*b*) Political.

All that is left of him of these duties are those of—
(1) District Magistrate, and
(8) First Assistant Resident :—
  (*a*) Civil Administration.

The duties of (1) and (8) (*a*), with a separate expert in charge of the Settlement and Port Trust, cannot be considered in any way heavy. The First Assistant Resident probably also has to keep in general touch with the work connected with the Hinterland and Hadramunt, so that he may be able to carry on in short acting arrangements, or, as now in the case of Colonel Reilly, when appointed permanently as Resident and Commander-in-Chief, Aden.

Briefly, the Resident's proposals amount to his taking over the duties of the First Assistant Resident, except those of District Magistrate, which are to be exercised by

the Second Assistant Resident or Political Secretary whom it is proposed also to bring "into consultation on important matters connected with the Civil Administration." The latter arrangement is to facilitate his acting as Resident in short vacancies. The Resident proposes granting the Second Assistant Resident an allowance of £310 a year or Rs. 4,122, bringing his salary up to £1,500 per annum. The allowance seems excessive for the comparatively light duties which he will have to perform. The Governor in Council considers the grant of a special pay at the rate of Rs. 200 a month would be adequate remuneration for them.

The routine work of the office is to be done by the Personal Assistant to the Resident as was all along intended. Among other duties he has been invested with the powers of a First Class Magistrate.

It is proposed to create an additional appointment of Deputy Assistant Resident on Rs. 600—50—800 and to promote to it the present office Superintendent who is drawing Rs. 475 in the grade of Rs. 400—25—700. The Superintendent is due to draw his next increment in July, 1932. The Deputy Assistant Resident is to be a sort of Secretary to the Resident and to put up to him direct all matters of importance connected with the Civil Administration, and to the Personal Assistant Resident those of a routine nature. It is understood that all the work in the office at present passes through the Superintendent who makes himself responsible by affixing his initials to all notes and drafts. Under the above proposal Political work will not go through him and he will, therefore, have a little more time to devote to the purely Civil work, *i.e.*, to the work of practically one branch, apart of course, from continuing to administer the whole office. The Governor in Council considers that the proposed pay of Rs. 600—50—800 has been pitched too high, the minimum, apparently merely with a view to giving the Superintendent a substantial increase to begin with of Rs. 125, from Rs. 475 to Rs. 600. This only tends to add to the average cost of the appointment. The Governor in Council would prefer a salary of Rs. 500—50—750, starting the Superintendent immediately on Rs. 550, thus giving him an increase of Rs. 75 *per mensem*.

The Governor in Council does not consider that there is any necessity to retain the appointment of office Superintendent even on the reduced scale proposed of Rs. 350—25—500. As shown above, the Deputy Assistant Resident will, on the Civil side, still be doing the work of office Superintendent besides continuing to administer the whole office, thus leaving only the political work to be considered. The Governor in Council sees no reason why the head of the branch dealing with this work should not submit his cases direct to the Resident, as also the Confidential Clerk the Political section of his work. As an incentive to greater responsibility, the Governor in Council recommends the grant of a special pay of Rs. 25 *per mensem* to each of these officers.

If the above proposals are accepted, they will result in a saving of Rs. 22,000 as against a saving of Rs. 14,000 only under the Resident's proposals, as will be seen from accompaniment (B) to this letter. Adding the saving of Rs. 19,500 as mentioned in paragraph 2 of this letter, the total savings come to Rs. 41,500 as against Rs. 33,500 under the Resident's proposals

4 In addition to the above savings, there will be the following indirect savings :—
(1) Overseas pay of First Assistant Resident, Rs. 300 a month = Rs. 3,600. This will become a direct saving once Aden is converted into a Chief Commissionership and has its separate budget.
(2) Proposed contribution of Rs. 100 a month by the Aden Settlement towards the pay of the extra Assistant Resident = Rs. 1,200.

This proposal, which is referred to in the last sub-paragraph to paragraph 7 of the Resident's letter, will, if the Settlement agrees to the payment, be taken as a receipt in accounts and cannot, therefore, be taken as a reduction in expenditure under 29-Political.

In paragraph 8 of his letter, the Resident recommends reconsideration of the proposal submitted by Sir Stewart Symes that the work of the Treasury should be transferred to the National Bank of India, thus producing a saving of Rs. 4,000 under Establishment and Rs. 6,000 under the Currency Chest. The proposal has not been taken into consideration as the Government of India in the Finance Department have already held in their letter No. D. 2506-A, dated 4th September, 1929, to the Government of Bombay, Finance Department, that the proposal would contravene the terms of the agreement of the Government of India with the Imperial Bank of India. In view, however, of the present financial crisis, I am to suggest that, if possible, means should be found to overcome the difficulty presented by the agreement with the Imperial Bank of India, and thus secure this considerable saving.

In regard to the saving offered by the Resident in paragraph 9 of his letter, I am to state that the proposal to enhance the scale of hospital charges of the European General Hospital, Aden, which are calculated to yield about Rs. 8,698 per annum, are at present under consideration. Even if effect were given to the proposal, the additional receipts would be credited to Provincial Revenues and could not be taken into account at the moment as an offset to Central expenditure in anticipation of the transfer of Aden to the direct control of the Government of India.

5. The Resident and Commander-in-Chief is being requested to submit separately his proposal to create an additional appointment of the last grade in the Arabic section of the Residency Office recommended in paragraph 4 (*c*) of his letter. The whole cost of the Arabic section is borne by the Colonial Office and cannot be considered in connexion with proposals for reduction in Central expenditure.

6 As the Resident and Commander-in-Chief is visiting Delhi shortly, I am to suggest that the opportunity may be taken by the Government of India of discussing the recommendations of the Government of Bombay with him before passing final orders A copy of this letter will be handed to Colonel Reilly on arrival in Bombay on the 27th instant.

I have, &c.,
C. W. A. TURNER,
Secretary to the Government of Bombay, Political Department.

To the Political Secretary to the Government of India.

Copy, with compliments, to the Resident and Commander-in-Chief, Aden, with reference to the correspondence ending with his letter dated the 7th November, 1931.

Copy of a letter (Confidential) from the Resident and Commander-in-Chief, Aden, dated the 31st October, 1931.

Retrenchment in the expenditure of the Central Government.

I have the honour to refer to your Express letter dated 15th October, 1931, wherein Government desired me thoroughly to examine and telegraph my views on the three alternative proposals of bringing under reduction—

(1) the post of First Assistant Resident,
(2) the Extra Assistant Resident and Treasury Officer's post, and
(3) the Personal Assistant's post and part of the establishment,

with a view to producing a permanent retrenchment of Rs. 40,000 in the expenditure of the Central Government.

2 I have communicated my views in a summarized form in my telegram No. C/546, dated 27th October, 1931, and I shall now explain them in more detail.

3. I do not consider that either the second or the third alternative is feasible

The Extra Assistant Resident is employed as Treasury Officer Collector of Salt and Excise and Superintendent of Shaikh Othman and also performs magisterial duties at Shaikh Othman and Steamer Point. He takes the place of the former Third Assistant Resident, and his post cannot be brought under reduction unless the Third Assistant is reappointed.

The Personal Assistant has on frequent occasions to meet and accompany on return to their ships important personages passing through Aden in addition to his normal duties as Aide-de-Camp and it would be quite impossible for the Resident to maintain his position were the appointment to be abolished. He is at present also entrusted with the Passport Office and I propose to give him some magisterial or other duties. His presence will be especially valuable if the post of First Assistant Resident is abolished.

The question therefore resolves itself into consideration of the reduction of the post of First Assistant Resident.

As explained in my telegram this reduction is open to the following objections :—

(*a*) The effect will be to tie the Resident to routine duties to an extent that may be unobjectionable as a temporary expedient during a leave vacancy, but which is undesirable as a permanent measure, especially as the creation of a Chief Commissionership under the Central Government on the transfer of Aden will entail additional responsibilities for the Resident.

(*b*) There will be no co-ordinating head of the Civil Administration in the event of the temporary absence or illness of the Resident.

(*c*) Difficulty will be experienced in making local arrangements for the relief of officers proceeding on leave; and in Aden, where the climate renders fairly frequent periods of short leave advantageous, some elasticity in this respect is desirable.

4. These objections can, however, be mitigated by—
(*a*) strengthening the Residency staff and
(*b*) associating the Protectorate Secretary with the Civil Administration.

I propose that this should be effected as follows :—

(*a*) A new appointment should be created of a Deputy Assistant Resident who would act largely in the capacity of a Secretary to the Resident and put up to him direct all matters of such importance connected with the Civil Administration as require his personal attention, and those of a routine nature to the Personal Assistant.

(*b*) The Protectorate Secretary and Second Assistant Resident should be brought into consultation on important matters connected with the Civil Administration and be appointed as District Magistrate. This proposal, which will require the assent of the Colonial Office, is intended to bring him sufficiently into touch with the Civil Administration to enable him to officiate easily for the Resident in the latter's temporary absence. Under the existing arrangement with the Colonial Office it is already provided that he should act as Resident in the absence of both the Resident and the First Assistant.

(*c*) The creation of an additional appointment on the last grade in the Arabic Office to relieve the Head Interpreter to some extent of his clerical duties to enable him to give more time to interviews with Arab Chiefs which would be rendered necessary by the association of the Protectorate Secretary with the Civil Administration

5. I recommend that the new appointment of Deputy Assistant Resident be placed on the grade of Rs. 600—50—800 and filled by the present Office Superintendent who draws Rs. 475 on the grade of Rs. 400—25—700; and that the post of Office Superintendent be reduced from its present gradation to Rs. 350—25—500 as the appointment of a Deputy Assistant Resident will relieve the Superintendent of much of his present responsibilities.

The additional appointment of a clerk in the Arabic Branch would be on the grade of Rs. 50—3—80.

The increased responsibilities given to the Protectorate Secretary would necessitate an addition to his present pay and allowance of £1,190 p.a., which he draws from the Colonial Office. I propose that his pay be raised to £1,500 p.a., and that the increase be debitable to the Government of India.

6. The financial effect of these recommendations is as follows :—

Savings effected by the reduction of the post of First Assistant Resident :—

			Rs.
Pay	Rs. 2,050 × 12 ...		24,600
O S.P.	£30 × 12 = £360 ...		4,800
L.A.	Rs. 100 × 12 ...		1,200
C.A.	50 × 12 ...		600
St.pt.A.	30 × 12 ...		360
	Rs.	Rs.	Rs. 31,560
Less additional emoluments to Protectorate Secretary—£310	4,122		
Pay of Deputy Assistant Resident	7,200		
Additional Arabic Clerk on the grade of 50—3—80	600		
		11,922	
Less saving effected by reduction of post of Office Superintendent	1,500		
Difference between the pay of Confidential Clerk (Rs. 290) who will be promoted to be Office Superintendent and of Head Clerk who will succeed the former ...	500		
		2,000	
			9,922
			Rs. 21,638

7. I attach a revised statement (in substitution for that sent with my endorsement dated 16th October, 1931) showing the sub-heads under which a saving of Rs. 20,358 can be effected, thus bringing up the total saving to Rs 41,996.

It will be seen from this statement that the saving of Rs. 15,500, less Rs. 2,900, proposed by Government has been taken into account as explained in the remarks column of the statement under (*b*). The sums mentioned therein will be required for payment to the Personal Assistant to the Resident and Commander-in-Chief as no provision has been made in the next year's budget for his allowance. Reductions in the pay of the Kazi and in the Grant-in-Aid for schools were proposed as temporary cuts for the next year only and on reconsideration have been omitted from the statement. I have also restored 1 Naik and 6 men of the Perim Harbour Police who, the Commandant of Police considers, should be retained and placed under his control. The cost of this force is at present borne by Central, but a proposal for its transfer to Provincial revenues under 26 Police will be submitted separately as also for Rs. 500 under Perim contingencies which has now been omitted.

I have included in the statement a saving of Rs. 1,500 at present paid as a grant-in-aid to the Industrial School as the Industrial Education Committee have recommended that it should be closed.

It is also proposed that the Aden Settlement should make a contribution of Rs 100 *per mensem* towards the pay of the Extra Assistant Resident in respect of his duties as Superintendent of Shaikh Othman which are purely of a Settlement nature. If the Settlement Committee agree, this will bring the total saving to Rs. 43,196.

8. It was proposed by Sir Stewart Symes in his letter dated 1st February, 1929, that the work of the Treasury should be transferred to the National Bank of India under which savings of—

Rs. 4,000 under establishment
and Rs. 6,000 under Currency Chest

were estimated. This proposal was, however, negatived by the Government of India in their letter dated the 4th September, 1929, on the grounds that it would be in contravention of their agreement with the Imperial Bank of India. As, however, the saving would be material I strongly recommend that this question be reopened if possible.

9. In my endorsement dated 29th May, 1931, forwarding the proposals of Lieutenant-Colonel Phipson, Medical Officer-in-Charge, European General Hospital, recommendations were submitted to Government which, if carried into effect, are expected to give a net saving to Government of about Rs. 8,000. The maintenance of the European General Hospital is at present borne on provincial revenues, but presumably on the transfer of Aden to the administrative control of the Government of India the charge would become a Central one.

10. If Government approve my proposals I request that the assent of the Colonial Office be obtained to the association of the Protectorate Secretary with the Civil Administration and to the increase in his emoluments as proposed above, and that sanction be accorded to my recommendations for the strengthening of the Residency Office, without which I consider that the post of First Assistant Resident cannot be brought under reduction.

Revised Statement.

	Sanctioned Grants for 1931-32.	*Budget Estimate, 1932-33 (as approved by Government).*	*Saving proposed by Government.*	*Reduction proposed by Resident.*	*Remarks.*
	Rs.	Rs.	Rs	Rs.	
I.—*Pay of Officers.*					
Chairman, Aden Settlement and Port Trust					
Contribution for pay	3,900	—	—	3,900	(*a*) The Commandant of Police wishes to retain the Cutter and 7 men of the Harbour Police (*i.e.*, one Naik and 6 men) for Perim Harbour Police duties. At present the cost of this establishment is borne from Central Revenues. He is submitting proposals for the transfer of the charge to Provincial Revenues under 26—Police.
II.—*Pay of Establishment.*					
Court of the Resident.					
(1) Abolition of one clerk at Rs. 50 p.m. ...	600	—	—	600	
(2) Abolition of one peon at Rs 22/8 p.m. ...	270	—	—	270	
Perim Residency.					
(3) Pay of Harbour Police, 1 Havildar (35), 1 Naik (30), 7 Policemen at Rs. 27 each ...	3,048	31,400	3,200	(*a*) 744 (*b*) 300	(*b*) The following savings which were taken into account by Government have been omitted :—
III.—*Allowances, Honoraria, &c.*	34,600	23,500	1,700	1,700	L.A. to J.A.R., Rs. 1,200 at Rs. 200—50—300.
IV.—*Supplies and Services*	25,200	30,700	8,200	8,200	L.A. to 3rd A.R., Rs. 1,200.
V.—*Contingencies*	38,900	—	—	—	C.A. to 3rd A.R., Rs. 600.
Additional proposed under this head ...	—	—	—	(*c*) 144	(*c*) Included in the Court Contingent Grant.
Court Storeroom Contingencies	—	27,400	2,400	2,400	
VI.—*Grants-in-aid*	29,800	—	—	(*d*) 600	(*d*) On account of Chairman, Aden Settlement's passage and not Mr. Weston's.
Contribution for passages	600	—	—	1,500	
Closing of the Industrial School	—			Rs. 20,358	

Accompaniment "B."

Proposed by the Government of Bombay.

	Rs.
Rs. 200 *per mensem* or	2.400
Increase of pay from 400—25—700 (590) to 500—50—750 (687½)	1.170
Nil.	
Special pay to Clerk in charge of Political Branch and to Confidential Clerk, Rs. 25 *per mensem each*	600
Total	Rs. 4,170
Net saving after deducting above from pay and allowances of Rs. 26,160 F.A.R.. excluding O.S.P. ... ... Rs. 4,170	21,990 or 22,000
	19,500
	Rs. 41,500

Proposed by Resident.

	Rs.
Special pay to 2nd Assistant, £310 or	4,122
Post of Deputy Assistant Resident, 600—50—800 (average cost 760)	9,020
Consequential office promotion in connexion with new post of Office Superintendent	500
	Rs. 13,650
Less reduction in pay of Office Superintendent from 400—25—700 (590) to 350—25—500 (460) 130 × 12	1,560
	Rs. 12,090
Net saving after deducting above from pay and allowances of Rs. 26,160 F.A.R., excluding O.S.P. ... ... Rs. 12,090	14,070 14,000
Other savings (*vide* paragraph 2 of Government letter) ...	19,500
Total savings	Rs. 33,500

Copy of a letter, dated Bombay Castle, the 15th January, 1932, from the Secretary to the Government of Bombay, Political Department, to the Foreign Secretary to the Government of India.

Proposal to revive the appointment of Third Assistant Resident, Aden, to replace the present Treasury Officer and Extra Assistant Resident.

I am directed by the Governor in Council to refer to the correspondence ending with the telegram from the Government of India in the Foreign and Political Department, dated the 10th January, 1931, conveying sanction, as an experimental measure, to the conversion of the post of Third Assistant Resident, Aden, to that of Treasury Officer and Extra Assistant Resident, and to forward, for the information of the Government of India, a copy of a letter from the Resident and Commander-in-Chief, Aden, dated the 2nd January, 1932, on the subject.

2 In the circumstances stated in the Resident and Commander-in-Chief's letter, the Governor in Council supports the proposal that when the post of First Assistant Resident, Aden, is brought under reduction, the post of Third Assistant Resident may be revived and that an experienced Political Officer of 6 to 8 years' service be appointed to replace the present Treasury Officer and Extra Assistant Resident.

Superior Establishment.

SIR, The Residency, Aden, 2nd January, 1932.

Proposal to revive the post of Third Assistant Resident to replace the present Treasury Officer and Extra Assistant Resident, Aden.

I have the honour to refer to your endorsement dated the 13th January, 1931, forwarding copies of Government letter dated the 5th November, 1930, and of the Government of India, Foreign and Political Department, telegram No. 34-E, dated the 10th January, 1931, conveying sanction, as an experimental measure to the conversion of the post of Third Assistant Resident into that of a Treasury Officer and Extra Assistant Resident and requesting me to report in due course the success or otherwise of this arrangement.

2. The arrangement was given effect to from the 5th February, 1931, when Mr H. C. Fleming arrived here from India and took over the duties of Treasury Officer and Extra Assistant Resident, and it has so far been working satisfactorily.

3. But the circumstances in which this experiment was initiated have been altered by the proposed reduction of the post of First Assistant Resident. If this reduction is made it will, under present arrangements, have the effect of reducing the number of Indian Political Officers in Aden to two when the Resident and Commander-in-Chief is one of them and to one only (the Personal Assistant to the Resident) when the Resident is appointed by the Colonial Office. In my opinion this will be too great a weakening of the Indian Political Staff here and I consider a review of the present position should now be made.

4. The reduction of the post of First Assistant Resident will necessitate a redistribution of work among the remaining officials.

5. The Protectorate Secretary, who is now Second Assistant Resident, will automatically become First Assistant, but his existing duties and the nature of his appointment will prevent him from undertaking the First Assistant's work, although I have proposed that he should be associated with the civil administration in a consultative capacity.

6. The Personal Assistant must be a junior officer (usually a probationer) and much of his time must be engaged in the duties previously performed by the Resident's Aide-de-Camp.

7. The Resident himself will have to undertake some of the First Assistant Resident's present work, but it is not desirable that he should be immersed in this duty, and he should, especially when he is a Colonial Service officer, have at his side an official of some standing with Indian experience.

8. I therefore consider it desirable that there should be an officer here of some 6-8 years' political service, who can undertake a portion of the First Assistant Resident's work which cannot be suitably given to an officer of the standing of the Extra Assistant Resident.

9. With the abolition of the post of First Assistant this officer, who would replace the Extra Assistant, would become Second Assistant, and he might eventually occupy the position of Secretary to the Resident if at a later date an improvement in the financial

situation will permit of a revival of the post of Treasury Officer. The replacement of the present First Assistant by a more junior officer as Secretary would provide a satisfactory organization which I should recommend at once if financial conditions would allow it. As it is, this solution is not immediately possible, and the Resident will have to distribute duties between the Second Assistant, the Personal Assistant, and (if appointed) the new Deputy Assistant as circumstances show to be best.

10. I therefore recommend that if and when the post of First Assistant Resident is brought under reduction, the Government of India be moved to revive the post of Third Assistant Resident and post here an experienced Political Officer of 6-8 years' service (who will automatically become Second Assistant) to replace the present Treasury Officer and Extra Assistant Resident.

I have, &c.,
B. R. REILLY,
Resident, &c.

To the Secretary to Government,
Political Department, Bombay.

Enclosure to Foreign and Political Department letter dated the 15th February, 1932.

Statement showing the financial effect of the proposal regarding abolition of the post of First Assistant Resident, Aden.

Reductions.

Abolition of the post of First Assistant Resident :—

		Rs.
Pay	...	2,150 × 12 = 25,800
L.A.	...	100 × 12 = 1,200
C.A.	...	50 × 12 = 600
St.pt.A.	...	30 × 12 = 360
		Rs. 27,960

Reduction of pay of the post of Superintendent from Rs. 400—25—700 to Rs. 325—20—425 Rs. 2,280

30,240
Deduct 10,650

Net saving ... Rs. 19,590

Additions.

Special pay to 2nd Assistant and Protectorate Secretary :—
Rs. 200 × 12 = 2,400

Post of Deputy Assistant Resident on a pay of Rs. 500—50—750 (average pay Rs. 687-8-0)
687½ × 12 = Rs. 8,250

Fixation of the initial pay of the present Superintendent at Rs. 550 *per mensem* on his appointment to the post of Deputy Assistant Resident. (No additional cost as the average cost of the post already taken into account exceeds the proposed initial pay.)

Rs. 10,650

Enclosure 2 in No. 74.

THE GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Received 3.15 p.m., 29th February, 1932.)

TELEGRAM.

29TH FEBRUARY. 391-E. Foreign and Political Department air mail letter D.5802-E-31, 15th February, 1932. Abolition of appointment of First Assistant Resident, Aden. We venture to assume that proposal will have your assent, and as it is important to get new arrangements into working order for budget purposes, we are giving effect to them from 1st March (? 1932).

C. 97863/32 [No. 2].

No. 75.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 78.]

SIR, Downing Street, 10th May, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, a copy of a letter,* with enclosure, which has been received from the India Office regarding certain proposed changes in the establishment at Aden, and also a copy of the letter from this Department of the 8th of January† to which reference is made therein.

2 I am to explain that the First Assistant Resident has been an officer from the Indian Political Department. He assisted the Resident in the general administration of civil and municipal affairs of the Settlement, and discharged the duties of Resident when the latter was absent on leave or incapacitated. His pay fell entirely on Indian funds.

3. The Second Assistant Resident, and Protectorate Secretary, is on the other hand a Colonial Service official, and has hitherto been appointed by the Secretary of State for the Colonies without consultation with the Secretary of State for India. He acts as Resident when both the Resident and the First Assistant Resident are on leave or incapacitated. His pay falls entirely on Imperial funds.

4 Owing to the fact that the Government of India have, in the interests of economy, abolished the post of First Assistant Resident, it has been decided that the Protectorate Secretary should be brought into consultation on important matters in connexion with civil administration in order to enable him to act for the Resident in the latter's temporary absence. He has in consequence been granted special pay of Rs. 200 a month payable by the Government of India.

5. The arrangements for filling the post of Resident contemplate that the post shall be filled, normally but not necessarily, by the selection of officers from the Colonial and Indian Services in alternation. As will be observed, the Government of India propose that the Protectorate Secretary, who now becomes First Assistant, should also in future be drawn alternately from the Colonial Service and from the Indian Political Service in order to preserve the balance of Colonial and Indian experience in the establishment If this proposal is accepted, the position will then be that, when the Resident is an officer of the Colonial Service, a Protectorate Secretary will be found from the Indian Political Department, and *vice versa*.

6. Sir Philip Cunliffe-Lister is disposed to agree with the proposals put forward by Secretary Sir Samuel Hoare and the Government of India, but I am to point out that two questions arise, firstly, whether any alteration should be made in the pay of the Protectorate Secretary in the event of the post being occupied by an Indian Political Service Officer, and secondly, the question of incidence of charge between His Majesty's Government and the Government of India.

7. With regard to the first point it is understood that the Indian Service is more highly paid than the Colonial Service, and the proposal should only be accepted on the condition that no increased charge falls on Imperial funds in the event of an Indian appointment to the post being made.

8. With regard to the second point, a suggestion has already been conveyed to the India Office that, in the event of the Protectorate Secretary acting for the Resident during the latter's absence, his pay should be shared equally between His Majesty's Government and the Government of India, having regard to the fact that the Resident's pay is so shared.

9. In conclusion I am to request that the Lords Commissioners may be moved to convey their agreement with the proposals outlined by the Government of India, subject to the conditions explained above.

I am, &c.,
H. R. COWELL.

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* No. 74. † No. 73.

C. 97863/32 [No. 5].

No. 76.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 79.]

SIR, Whitehall, London, S.W.1, 13th May, 1932.

WITH reference to your letter of 8th January, 1932,* I am directed by the Secretary of State for India to inform you that the observations of the Government of India have now been received on the point raised in paragraph 2 of that letter, viz., that if at any time the Protectorate Secretary at Aden should act for the Resident during the latter's absence, half the salary paid to him in respect of such period might reasonably be accepted as a charge on Indian revenues.

In commenting on this suggestion the Government of India point out that an arrangement has already been come to under which additional allowances paid to an officer acting in another post, the emoluments of which continue to be received by the substantive holder thereof, are to be divided in the same proportions as are the emoluments of the post which he is temporarily filling, while the basis of division of the emoluments of his substantive post remains unaffected by the change.

This arrangement was originally put forward by the Colonial Office in paragraph 2 of Mr Dawe's letter of 10th April, 1930,† and the concurrence of the Secretary of State for India in its adoption was conveyed to your Department in India Office letter dated 23rd July, 1930.‡

The Government of India do not feel that there is any justification for a departure from this principle, which, it is suggested, should continue to apply as heretofore.

I am, &c.,
J. C. WALTON.

C. 97863/32 [No. 6].

No. 77.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 16th May, 1932.)

(No. 85.)

SIR, The Residency, Aden, 4th May, 1932.

I HAVE the honour to enclose a copy of a letter dated 30th April, 1932, which I have addressed to the Government of India on the subject of a revision of the nomenclature of civil officials at Aden consequent upon the transformation of the Aden Settlement into a Chief Commissionership under the direct control of the Government of India.

2. It will be seen that among other suggested changes I have proposed that the designation of the Protectorate Secretary should be altered to Political Secretary. This is a point for the decision of His Majesty's Government.

3. The Protectorate Secretary's work is not limited to affairs of the Aden Protectorate, and includes correspondence on political subjects with the Imam of Sana'a, the British Legations in Abyssinia and the Hejaz, and the Political Residency in the Persian Gulf. He in fact deals, under the Resident's control, with all the Residency's political relations as distinct from its administrative and judicial functions.

4. In the circumstances I consider that the wider term Political Secretary is more appropriate than Protectorate Secretary, and will suitably distinguish the holder from the Civil Secretary whose appointment I have recommended to the Government of India to assist the Chief Commissioner in his administrative work.

5. I hope that my recommendation will receive favourable consideration.

I have, &c.,
B. R. REILLY,
Resident, &c.

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* No. 73. † No. 59. ‡ No. 62.

Enclosure in No. 77.

SIR, The Residency, Aden, 30th April, 1932.

Nomenclature of posts at Aden—Revision of.

I HAVE the honour to refer to your express letter dated 23rd February, 1932, addressed to the Government of Bombay, Political Department, and repeated to me, in which it was stated that the Government of India considered that the nomenclature of posts at Aden should be revised. In my letter dated 5th March, 1932, I suggested that the revision of nomenclature should be considered when the new designation of the Resident and Commander-in-Chief had been decided. Pending orders on this point I make the following proposals.

2. I recommend that the designation Assistant Resident (including that of First Assistant Resident) be abolished and that the following nomenclature substituted.

The Protectorate Secretary, who is now also an Assistant Resident, to be termed Political Secretary. I am making this proposal separately to the Colonial Office.

The Second Assistant Resident (formerly Third Assistant Resident) whose post is being revived, to be termed Secretary to the Chief Commissioner, or Civil Secretary, to distinguish him clearly from the Protectorate or Political Secretary.

The Deputy Assistant Resident to be termed Extra Assistant Commissioner.

The designation of the Personal Assistant to remain unchanged if he is an officer of the Political Department of the Government of India—otherwise Aide-de-Camp.

3. With regard to my proposal that the Second Assistant Resident should become Secretary, I invite a reference to paragraph 9 of my letter dated 2nd January, 1932, addressed to the Secretary to Government, Political Department, Bombay, of which I enclose a copy, in which I suggested that the Second Assistant Resident at Aden might eventually occupy the position of Secretary to the Resident if an improvement in the financial situation permitted the revival of the post of Treasury Officer. I did not regard this solution as being immediately possible, and at present the former duties of the First Assistant are distributed between the Protectorate Secretary, the Personal Assistant, and the new Deputy Assistant.

4. In the light of experience since the departure of the First Assistant I am now of opinion that the Second Assistant, when appointed, can become Secretary without an increase in the staff. This can be done by allotting the principal duties of the present Extra Assistant and Treasury Officer (whose post will be abolished when a Second Assistant is appointed) to the new Deputy Assistant Resident (to be termed Extra Assistant Commissioner).

5. The First Assistant's administrative work will then be entrusted to the Secretary, while his duties as District Magistrate will continue to be performed by the Protectorate Secretary This will be a more satisfactory arrangement than the present division of his administrative work between the Personal Assistant and the Deputy Assistant. I repeat my recommendation (made in paragraph 10 of my letter to which I have referred) that the Political Officer appointed to be Secretary should usually be one of from 6 to 8 years' service.

6. In Government of India letter dated the 30th March, 1929, sanction was conveyed to the grant to officers of the Indian Political Department posted to Aden as Assistant Residents of a compensatory allowance at the rate of Rs. 100/- *per mensem*. All Assistant Residents posted to this Residency also formerly drew a conveyance allowance of Rs. 50/- *per mensem*. I recommend that on the abolition of the designation of Assistant Resident the compensatory and conveyance allowances be sanctioned for officers of the Indian Political Department posted to Aden as Secretary or Personal Assistant, and that the conveyance allowance be sanctioned for the Extra Assistant Commissioner. A former recommendation which I made in this sense with regard to the Personal Assistant has been negatived, but, in view of the fact that, in accordance with my predecessor's proposals, this officer performs duties formerly entrusted to Assistant Residents, I hope that this decision may be reconsidered.

7. I intend to submit separately proposals with regard to the future designation of the Judicial Assistant.

I have, &c.,
B. R. REILLY,
Chief Commissioner.

The Foreign Secretary to the Government
of India, Simla.

C. 97863/32 [No. 11].

No. 78.

TREASURY to COLONIAL OFFICE.

(E. 19172/3.) Treasury Chambers, 2nd July, 1932.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 10th May last,* with enclosures, regarding certain proposed changes in the establishment at Aden. My Lords have also had before Them a copy of a letter dated 13th May† from the India Office to the Colonial Office in regard to the suggestion in paragraph 8 of Mr. Cowell's letter, which They understand the Secretary of State wishes to waive in favour of an arrangement under which only additional pay as Resident will be shared between the two Governments.

In reply I am to request you to convey to the Secretary of State for the Colonies Their Lordships' agreement to the proposals outlined by the Government of India, subject to the condition expressed in paragraph 7 of the letter under reply and to what is stated below.

My Lords understand that under this arrangement the emoluments of the Protectorate Secretary, who in future will also be First Assistant Resident, will for the most part continue to be borne upon United Kingdom funds, but that if the officer is drawn from the Indian Service, no more will be paid from those funds than the present scale of emoluments for a Colonial Service officer. In either event the Government of India will bear the cost of any additional emoluments in respect of duties as First Assistant Resident. They further assume that the office of Deputy Assistant Resident, which the Government of India propose to create for the purpose of assisting in the civil administration, will be wholly paid from Indian funds.

Their Lordships consider that if, in the event, the Settlement work necessarily occupies a disproportionate amount of the Protectorate Secretary's time the incidence of his emoluments as between United Kingdom and Indian funds should be reconsidered in the direction of India assuming responsibility for a larger proportion thereof to the relief of United Kingdom funds.

I am, &c.,
JAMES RAE.

C. 97863/32 [No. 12].

No. 79.

COLONIAL OFFICE to INDIA OFFICE.

Downing Street, 25th July, 1932

SIR,

I AM directed to refer to your letter of the 11th March,‡ regarding certain proposed changes in the establishment at Aden consequent on the abolition of the post of First Assistant Resident, and in reply to state that the proposals outlined by the Government of India in their letter of the 15th February are agreed to subject to the following conditions, viz. :—

(i) That the emoluments of the Protectorate Secretary, who in future will also be First Assistant Resident, will for the most part continue to be borne upon United Kingdom funds, but that if the officer is drawn from the Indian Service, no more will be paid from those funds than the present scale of emoluments for a Colonial Service officer;

(ii) that, in either event, the Government of India will bear the cost of any additional emoluments in respect of his duties as First Assistant Resident;

(iii) that the office of Deputy Assistant Resident which the Government of India propose to create for the purpose of assisting in the civil administration will be wholly paid from Indian funds.

2. I am at the same time to suggest that if, in the event, the Settlement work necessarily occupies a disproportionate amount of the Protectorate Secretary's time, the incidence of his emoluments as between United Kingdom and Indian funds should be reconsidered in the direction of India assuming responsibility for a larger proportion thereof to the relief of United Kingdom funds.

* No. 75. † No. 76. ‡ No. 74.

3. As regards the proposed alteration between the Indian and Colonial Services of the appointment of Protectorate Secretary, I am to say that this proposal is accepted subject to the following :—

(*a*) that as stated in paragraph 1 (i), no increased charge falls on United Kingdom funds in the event of an Indian Political Service officer being appointed to the post of Protectorate Secretary;

(*b*) that the concurrence of the Secretary of State for the Colonies in the appointment of such an officer will always be obtained, and

(*c*) that the arrangement agreed to in the case of the Resident as set out in the letter from this Office of the 3rd April, 1928,* should apply to this post also.

4. I am also to refer to your letter of the 13th May,† and to say that if at any time the Protectorate Secretary should act for the Resident during the latter's absence, the principle enunciated in paragraph 2 thereof is accepted, viz., that additional allowances only should be shared between the two Governments, the basis of division of the emoluments of the two substantive posts remaining unaffected by the charge.

I am, &c.,
H. F. DOWNIE.

C. 97863/32 [No. 15].

No. 80.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2nd August, 1932.)

(Confidental.)
(No. 136.)

SIR,

The Residency, Aden, 20th July, 1932.

I HAVE the honour to invite your attention to the necessity that will arise next year of filling the appointment of Protectorate Secretary, which will become vacant in October, 1933, when Mr. R. S. Champion's term of office is due to expire.

2. Lieutenant-Colonel M. C. Lake, who has held the appointment of Political Officer since November, 1928, and who possesses a unique knowledge of the Aden Protectorate, has familiarized himself with the duties of Protectorate Secretary, and I recommend his appointment to the post when the vacancy occurs.

3. The emoluments of the appointment as sanctioned for Mr. Champion (*vide* your despatches noted in the margin) are as follows :—

	£	
Salary	900	
Local Duty Allowance	100	(sanctioned for a married officer only)
Conveyance Allowance	90	
	£1,090	

No. 6, dated 27th February, 1929.‡
No. 13, dated 29th April, 1929.§
No. 30, dated 25th June, 1929.‖
No. 96, dated 5th November, 1931.¶

The rate of salary sanctioned was originally (before the operation of the economy cut of 10 per cent. as from 1st December, 1931), £800-25-1,000, which implied a term of service of 9 years for the attainment of the maximum salary. The term of the first appointment was, however, for a maximum of 5 years only, a period that ought not, in my opinion, to be increased. I therefore suggest that the minimum salary of the office should be increased to £900 (subject to the operation of the 10 per cent. cut).

4. If my proposal for the appointment of Lieutenant-Colonel Lake in due course as Protectorate Secretary is approved, I recommend that, in consideration of his seniority and of his experience and past service, he be given the maximum scale of remuneration attaching to the post, including the local duty allowance, viz., the scale now drawn by Mr. Champion. The local duty allowance of £100 a year is at present payable to a married officer only, but I recommend that this distinction, which does not obtain in the case of any other official in Aden, should be abolished, or that

* No. 80 in Middle East No. 22. † No. 76. ‡ C. 69279/29 [No. 2] : not printed.
§ No. 115 in Middle East No. 22. ‖ P.F. 19148 [No. 55] : not printed. ¶ No. 86.

it should, at any rate, not be enforced in the case of Lieutenant-Colonel Lake. On the other hand the necessity for the special rates that it was deemed expedient to offer to Lieutenant-Colonel Lake in connexion with his appointment as Political Officer in 1928 no longer exists, since the Political Branch of the Residency Office has passed out of the experimental stage, and Lieutenant-Colonel Lake would in other circumstances become entitled to full pension in February, 1933. I do not therefore recommend that he should retain his present Personal Allowance of £180 a year on his appointment as Protectorate Secretary.

5. I propose that the term of appointment of the Protectorate Secretary (whose designation I have recommended should be changed to Political Secretary) should continue to be 3 years extendable to 5 years.

6. On the relinquishment by Lieutenant-Colonel Lake of the appointment of Political Officer (Aden), the emoluments of the post should be revised to suit the more normal appointment of a younger and junior officer, to whom it will not be necessary to allow the special rates granted to his predecessor. In this connexion I would refer you to my Secret despatch No. 137, dated the 20th July, 1932,* on the subject of the appointment of a Political Officer at Sana'a, in which I have recommended that the two appointments of Political Officers (at Sana'a and Aden) should be fundamentally of equal status and value, and should be interchangeable.

7. I recommend that the emolument of the appointment of Political Officer (Aden) should be as follows:—

Salary	£700—25—800	(pensionable on a suitable basis)
Local Duty Allowance ...	£100	
Conveyance Allowance ...	£135	
	£935	

8. I propose that the consolidated Travelling Allowance now paid to Lieutenant-Colonel Lake should be abolished on his relinquishment of his present appointment, and that thereafter, his successor should receive payment of actual travelling expenses for journeys outside the station. I also recommend that no initial outfit allowance should be paid to newly appointed Political Officers who, with myself and the Protectorate Secretary, should draw any camp equipment necessary from that in the Residency stores.

9. I propose that the term of the appointment should be 3 years extendable to 5 years.

10. These recommendations may appear to be premature, but I make them now in view of the probability of Mr. Champion's absence from Aden on leave in the late autumn and winter of this year and of my own absence on leave in the spring and early summer of next year. I am also influenced by the possibility that successful treaty negotiations with the Imam may necessitate a decision in regard to the appointment of a Political Officer at Sana'a during the present year.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 97863/32 [No. 16].

No. 81.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2nd August, 1932.)

(Secret.)
(No. 137.)

SIR, The Residency, Aden, 20th July, 1932.

I HAVE the honour to refer to your Secret despatch of the 14th April, 1932,† regarding the establishment at Sana'a of a permanent British representative of the Resident at Aden, consequent upon the conclusion of a treaty with the Imam.

2. I understand it to be your view, as it is mine, that this official should be British by birth, and that the nature of his duties should be primarily political His appointment will not obviate the necessity of the retention of a Political Clerk at Hodeidah, who collects valuable secret intelligence in the Yemen and in the southern part of the

* No. 81. † No. 278.

Red Sea. Both the Sana'a and the Hodeidah officers could deal with consular matters, preferably under the control of the Resident at Aden.

3. The Sana'a post could be filled either by a Medical Officer, who, on the analogy of Italian practice in the Yemen, would operate a medical service, in addition to (and without doubt in the interests of) his political work, or by a Political Officer of the ordinary type. In view of the expense and of the probable difficulty of appointment and relief the former alternative would be the less satisfactory, although there is ample scope in Sana'a for the establishment of a British hospital and dispensary, which would, I believe, be very welcome to the Imam. I therefore base my recommendation on the latter alternative.

4. My present political staff consists of the Protectorate Secretary and one Political Officer, who are both fully employed locally. For the purpose of the Sana'a appointment it would be necessary to increase my staff by one Political Officer.

5. When the existing appointment of Political Officer in Aden (now held by Lieutenant-Colonel Lake) falls vacant it will probably be filled by a more junior officer, to whom it will not be necessary to allow the special rates of emoluments authorized in special circumstances for Lieutenant-Colonel Lake. With this eventuality in view I recommend that the two future appointments of Political Officers (at Sana'a and Aden) should be fundamentally of equal value and status, and should be interchangeable annually or at such other time as may be found expedient (*cf.* my despatch No. 136 of 20th July, 1932,* on the subject of the appointments of Protectorate Secretary and Political Officer at Aden).

6. I suggest that the emoluments to be attached to the Sana'a post (and to the Aden post in normal circumstances) should be as follows:—

Salary	£700—25—800	(pensionable on a suitable basis)
Local Duty Allowance	100	
Conveyance ,,	45	(A higher rate is proposed for Aden)
	£845	

7. In addition to the personal emoluments to be attached to the Sana'a post in respect of the Political Officer occupying it, I estimate tentatively that the following annual establishment charges will be necessary:—

	£	£
Clerk-Interpreter	90	
Local Allowance	45	
		135
Office messenger		18
Political Entertainment		90
Intelligence		90
Contingencies		45
Transport and Travelling (outside the station)		62
Rent of premises		90
		£530

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 97863/32 [No. 20].

No. 82.

MR. F. J. HOWARD (COLONIAL OFFICE)
to
MR. H. R. FOYLE (TREASURY).

[*Answered by No.* 83.]

MY DEAR FOYLE, Downing Street, 22nd August, 1932.

MAY I refer to Treasury letter of the 2nd of July No. E.19172/3,† in which you stated that "My Lords understand that under this arrangement the emoluments of the Protectorate Secretary (at Aden), who in future will also be First Assistant

* No. 80. † No. 78.

Resident, will for the most part continue to be borne upon United Kingdom funds, but that if the officer is drawn from the Indian Service, no more will be paid from those funds than the present scale of emoluments for a Colonial Service officer, ..." and to our conversation on the telephone on this subject.

Laithwaite, in conveying this decision to the Government of India, wishes to tell them exactly what the financial position will be if and when the First Assistant Resident is drawn from the Indian Service, and has suggested that the United Kingdom contribution should be the mean of the present scale. This as you know, is £800 by £25 to £1,000, with a cut of 10 per cent., and Champion also receives a local allowance (called a married allowance) of £100, which has not been cut, but which, being in the nature of pay, really should have been, and a conveyance allowance of £90.

We therefore propose to tell Laithwaite that we should be agreeable to a contribution at the rate of £900 less 10 per cent. cut, equals £810 per annum, and that, if the India Service officer is married, we should also be prepared to contribute a further £100 less 10 per cent., that is £90, and a conveyance allowance, if such is payable, of £90.

There is also the question of pension contribution. In Champion's case, we pay the Palestine Government a contribution at the rate of £43 11s. 10d. per quarter, or say, £174 per annum, which is 20 per cent. of his substantive Palestine salary, say £870. I find, however, that in a Circular despatch of the 10th December, 1930,* it was laid down that in the class of territories where the pension legislation provides for the award of pension on a 1/720th basis, without climatic allowance. as in the case of Palestine, the correct pension contribution would now be 12½ per cent., and whilst it has been agreed that settled cases should not be reopened, this revised rate would apply to a new holder of the post seconded from the Palestine Service.

Since the Aden salary at the mean of the scale is only £810, I think that we might tell the India Office that our pension contribution will be a round £100 per annum, providing that this is not more than the annual pension charge to India for the Indian Service officer selected for the post, and, of course, nothing would be payable if the Indian officer were unpensionable.

We have recently received a despatch from Aden in which Reilly suggests that, when Champion's term of office is due to expire, namely, in October, 1933, the post should be filled by Lieutenant-Colonel M. C. Lake, who is now the Political Officer, and he puts forward certain proposals involving an alteration in the terms of pay of the First Assistant Resident and Protectorate Secretary.

I think, therefore, that in writing to Laithwaite we might also give him this further information, but say that the point of principle in regard to His Majesty's Government's contribution is not affected. Do you agree, please?

Yours, &c.,
F. J. HOWARD.

C. 97863/32 [No. 22].

No. 83.

MR. H. R. FOYLE (TREASURY)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

(E. 19172/3.) Treasury Chambers,
DEAR HOWARD, Whitehall, S.W.1, 24th August, 1932.

IN reply to your letter of the 22nd instant,† I agree generally to your proposals contained therein regarding the United Kingdom contribution towards the emoluments of a First Assistant Resident and Protectorate Secretary at Aden when the post is filled by an Indian Service officer.

You will not forget, of course, that we asked for reconsideration of the new financial arrangements if, in the event, the settlement work necessarily occupies a disproportionate amount of the Protectorate Secretary's time.

Yours, &c.,
H. R. FOYLE.

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* Not reprinted.

† No. 82.

C. 97863/32 [No. 23].

No. 84.

MR. F. R. W. JAMESON (COLONIAL OFFICE)

to

MR. G. E. CROMBIE (INDIA OFFICE).

DEAR CROMBIE, Downing Street, 17th September, 1932.

WILL you please refer to Howard's letter to Laithwaite of the 22nd of August,* enclosing a copy of a letter† which he had sent to Foyle regarding future appointments to the post of First Assistant Resident at Aden.

As Howard and Laithwaite are both still on leave I am writing to let you know that Foyle has replied to Howard that he agrees generally with the proposals contained therein regarding the United Kingdom contribution towards the emoluments of the First Assistant Resident and Protectorate Secretary when the post is filled by an Indian Service officer.

Such proposals, as you will have seen from Howard's letter to Foyle, are that we agree to a contribution at the rate of £900 less 10 per cent. cut, *i.e.*, £810 per annum, and that, if the Indian Service officer is married, we should also be prepared to contribute a further £100 less 10 per cent., *i.e.*, £90, and a conveyance allowance, if such is payable, of £90.

Further, as regards payment of pension, our contribution will be a round £100 per annum, providing that this is not more than the annual pension charge to India in respect of the Indian Service officer selected, and also, of course, nothing would be payable if the Indian officer were unpensionable.

As regards Howard's reference to the despatch‡ from Lieutenant-Colonel Reilly suggesting that, when Mr. Champion's term of office expires, the post should be filled by the appointment of Lieutenant-Colonel Lake, this is still receiving consideration here, but, in the meantime, I enclose a copy for your information.

It is understood that, in the event of this proposal being accepted, the point of principle in regard to the contribution of His Majesty's Government is not affected.

In conclusion Foyle asks that we should not forget that the Treasury have asked for reconsideration of the new financial arrangements should it transpire that the "Settlement" work necessarily occupies a disproportionate amount of the Protectorate Secretary's time. (This was conveyed to you in paragraph 2 of our letter of the 25th of July.§)

Yours, &c.,
F R W. JAMESON.

C. 97863/32 [No. 35].

No. 85.

INDIA OFFICE to GOVERNMENT OF INDIA.

(Copy received in Colonial Office, 27th October, 1932.)

SIR, Whitehall, London, S.W.1, 27th October, 1932.

WITH further reference to the Secretary of State's telegram of 10th March, No. 773, on the subject of certain changes in the establishment at Aden consequent on the abolition of the post of First Assistant Resident, I am directed by the Secretary of State to refer to the letter from the Colonial Office dated 25th July,§ of which copies were sent to the Government of India by the mail of 28th July. It will be seen that, subject to certain reservations, the Secretary of State for the Colonies is prepared to accept the proposals outlined by the Government of India in their letter of 15th February,‖ and that, again subject to certain reservations, he agrees that the appointment of First Assistant Resident and Protectorate Secretary should be filled alternately by officers of the Indian and the Colonial Services. As will be seen from the semi-official correspondence,¶ of which copies are now enclosed, the effect will be that Imperial revenues will contribute in the case of an Indian Service incumbent at the rate of £900 per annum (less 10 per cent. cut) *plus* in the case of a married officer an allowance of £100 (again less 10 per cent. cut) plus a Conveyance allowance of £90. In addition a pension contribution of £100 per annum will be paid.

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* C. 97863/32 [No. 21]: not printed. † No. 82. ‡ No. 80. § No. 79.
‖ Enclosure 1 in No. 71 ¶ Nos. 82 and 81.

2. The reservations contained in paragraph 1 of the Colonial Office letter are, in the Secretary of State's view, reasonable, and he trusts that the Government of India will be prepared to accept them. Sir Samuel Hoare is of opinion further that the suggestion in paragraph 2 of the same letter is equitable and, again subject to the Government of India's observations, proposes to agree to it.

3. The Secretary of State sees no objection to the reservations embodied in paragraph 3 of the Colonial Office letter and trusts that the Government of India will share his view that they are, in the circumstances, reasonable. A copy of the Colonial Office letter of 3rd April, 1928,* to which reference is made, was sent to the Government of India in the Political Secretary's weekly letter dated 12th April, 1928.

4. It will be seen that the Secretary of State for the Colonies accepts the Government of India's view on the point referred to in paragraph 2 of Sir E. Howell's letter of 13th April.

5. I am to request the favour of an early reply to this letter, and to take the opportunity to add that the Secretary of State confirms the action of the Government of India as reported in your letter of 10th August, in effecting the abolition of the post of First Assistant Resident, Aden, from 4th March, 1932.

I am, &c.,
J. G. LAITHWAITE

(vi) Cuts in Salaries and Allowances.

C. 89298/31 [No. 3].

No. 86.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(No. 96.)

SIR, Downing Street, 5th November, 1931.

I HAVE the honour to inform you that His Majesty's Government have decided that the salaries of such officers of the Aden Protectorate as are paid from United Kingdom funds shall be reduced as from the 1st of December, in accordance with a scale of reductions which was laid down to govern the cases of officers serving in this country on inclusive rates of pay. Under that scale salaries of £1,000 per annum and over were reduced by 10 per cent.

For this purpose personal allowances are regarded as part of salary, but other allowances which may be drawn by such officers in Aden will not be subject to any deduction.

2. I regret that it should have been necessary to make these reductions, but I feel certain that you will realize that, in the present financial position, His Majesty's Government are bound to effect any possible economies, and that they are therefore unable to exempt the officers concerned from a scheme of reduction in salaries which has been applied not only to Civil Servants in this country, who are on inclusive rates of pay, but also in the case of members of His Majesty's Diplomatic Service and other officers serving overseas who are in receipt of inclusive salaries paid from United Kingdom funds.

3. The reductions were enforced in this country as from the 1st of October, but, in order to avoid retrospective application to the salaries of those officers in the Protectorate of Aden who are affected, and to secure uniformity with the action to which the Government of India is now giving its attention, it has been decided that, in their cases, the reduction shall operate as from the 1st of December. With effect from that date the salaries of the Protectorate Secretary and Political Secretary should, therefore, be reduced to £900 per annum and £810 per annum respectively, while the personal allowance which is payable to the latter officer should be reduced to £162 per annum.

I have, &c.,
J. H. THOMAS.

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* No. 80 in Middle East No. 22.

C. 89298/31 [No. 6].

No. 87.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 22nd December, 1931.

I AM directed by the Secretary of State for India to refer to Aden despatch No. 96 dated 5th November last,* communicating the decision of His Majesty's Government that the salaries of such officers as are paid from United Kingdom funds should be reduced as from 1st December.

It is observed from paragraph 3 of that despatch that it is desired to secure uniformity in the matter of these reductions with the action which is being taken by the Government of India in regard to its own officers.

I am accordingly to point out that the reduction by 10 per cent. of their pay which is being generally enforced in the case of officers of the Indian Services is inclusive of the additional income tax imposed by the recent Indian supplementary budget. I am further to explain that in the actual adjustment of pay, it is proposed to cut pay by the full amount of 10 per cent. and to exempt officers from the supplementary tax.

I am, &c.,
F. W. H. SMITH,
Secretary,
Services and General Department.

C. 89298/31 [No. 8].

No. 88.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. M. J. CLAUSON (INDIA OFFICE).

DEAR CLAUSON, Downing Street, 27th January, 1932.

MAY I, apropos of our conversation on the telephone yesterday, on the question of the cut on entertainment allowances, refer to India Office letter of the 22nd of September [? December].†

The Treasury has informed us that the "frais" of Ambassadors has now been reduced by a global 10 per cent. and the question of a similar reduction in the sumptuary allowance of the Resident at Aden has been raised.

I shall be glad if you will kindly let me know whether the action taken by the Government of India in reducing the pay of Indian Service officers by 10 per cent. includes a similar reduction in sumptuary allowances also.

If not, I presume you would resist any proposal to go beyond the terms of the Government of India's Bill in regard to the Resident at Aden, who is an Indian Service Officer.

Yours, &c.,
F. J. HOWARD.

C. 89298/31 [No. 10].

No. 89.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. M. J. CLAUSON (INDIA OFFICE).

[*Answered by No.* 90.]

MY DEAR CLAUSON, Downing Street, 5th March, 1932.

YOU are probably aware that the Political Officer (Colonel Lake) and the Second Assistant Resident and Protectorate Secretary (Mr. R. S. Champion) at Aden are in receipt of local allowances of £180 and £100 per annum respectively.

The question has been raised as to whether these allowances should be cut by 10 per cent. in the same way as the "frais" of Ambassadors and such higher officials has been cut.

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* No. 86. † No. 87.

I notice that when this question of allowances came up in 1928, the Resident referred to them as "Aden local allowances," and I should be glad if you would kindly say whether, in the case of Indian Service officers who have been granted this Aden local allowance, a cut of 10 per cent. has been made by the Government of India.

Yours, &c.,
F. J. HOWARD.

C. 97864/32 [No. 1].

No. 90.

MR. M. J. CLAUSON (INDIA OFFICE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

MY DEAR HOWARD, India Office, Whitehall, S.W.1, 1st April, 1932.

I AM very sorry to have been so long answering your letter of 5th March,* about the " Aden Allowances " of the Protectorate Secretary and Political Officer at Aden. Even now I fear I cannot give you a complete definite answer.

2. So far as I can discover, the Indian Service officers do not get anything actually described as an " Aden Local Allowance." The various emoluments of the principal officers at Aden are given on page 369 of the Bombay Civil List (1st January, 1932). You will see that Colonel Lake's " Aden Allowance " is described as " Special Pay," whereas Mr. Champion's is called Special Pay and not Aden Allowance at all.

3. The criterion, in the Indian Services, for the 10 per cent. is whether allowances are regarded as *compensatory* (*i.e.*, granted to meet personal expenditure necessitated by the special circumstances in which duty is performed) or not. Compensatory allowances are not cut, other allowances are. Evidently the Government of Bombay do *not* regard the allowances in question as compensatory.

4. The emoluments of the Protectorate Secretary and the Political Officer were apparently settled between the Colonial Office and the Resident. If it is clear from your papers that the allowances were not intended to be " compensatory " (in the sense defined in paragraph 3) they would, on the Indian analogy, be subject to the 10 per cent. cut.

5. You may care to look at the definitions of Compensatory Allowance and Special Pay in Rule 9 (5) and (25) of the " Fundamental Rules of the Civil Service " which are given in the India Office List.

Yours, &c.,
M. J. CLAUSON.

C. 97864/32 [No. 2].

No. 91.

INDIA OFFICE

to

MR. F. J. HOWARD (COLONIAL OFFICE).

India Office, 7th June, 1932.

THE Under-Secretary of State for India presents his compliments to Mr. F. J. Howard and begs to transmit to him copy of a letter from Mr. Metcalfe on the subject of cut in the sumptuary allowance of the Chief Commissioner, Aden.

Reference to previous correspondence: Letter from the India Office of the 1st April, 1932.†

Enclosure in No. 91.

MY DEAR WALTON, Simla, 20th May, 1932.

Cut in the Sumptuary Allowance of the Chief Commissioner, Aden.

PLEASE refer to your letter of 12th February, about the sumptuary allowance of the Chief Commissioner at Aden.

2. The Government of India considered a proposal to effect a general ten per cent. reduction in sumptuary allowances. It was felt, however, that it would be

* No. 89. † No. 90.

unfair to impose any further cut on the highest officials like Their Excellencies the Viceroy, the Commander-in-Chief, and the Governors of Provinces, who had already volunteered an all-round reduction of salary exceeding ten per cent. At the same time it was felt that it would be impossible to reduce the sumptuary allowances of the lower officials if those of the higher officials remained untouched. It was therefore finally decided that no reduction should be made in the sumptuary allowances drawn by any of the officers serving under the Government of India.

3. In the circumstances, I am to express the hope that His Majesty's Government will not consider it necessary to make any reduction in the sumptuary allowance of the Chief Commissioner at Aden, who is an Indian Service Officer and has therefore already been cut 10 per cent. of his salary.

Yours, &c.,
H. A. F. METCALFE.

J. C. Walton, Esq., C.B., M.C.,
Secretary, Political Department,
India Office, London.

C. 97864/32 [No. 3].

No. 92.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. H. R. FOYLE (TREASURY).

MY DEAR FOYLE, Downing Street, 21st June, 1932.

WITH reference to our discussion on the 13th May, I enclose a copy of a letter* addressed to Walton from India about the sumptuary allowance of the Resident at Aden.

Having regard to the decision of the Government of India and to the terms of the Secretary of State's despatch No. 96 of the 5th November last,† a copy of which was enclosed in Colonial Office letter of the 6th of November,‡ we do not propose to take any action as regards the sumptuary allowance of the Resident.

Yours, &c.,
F. J. HOWARD.

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3. STATION SHIP.

C. 79274/30 [No. 39].

No. 93.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 94.]

India Office, Whitehall,

SIR, London, S.W.1, 18th December, 1930.

WITH reference to correspondence ending with your letter of the 11th September last,§ regarding the allocation of divisible expenditure at Aden, in which it was agreed that the question of the adjustment of expenditure incurred in respect of the vessel performing the duties of Station Ship at Aden should be dealt with separately, I am directed to inform you that the Government of India have now authorized the debit to His Majesty's Government—Colonial Office of the sum of Rs. 14,620 on this account.

It will be recollected that in their statement of recommendations forwarded with their letter of the 4th July, 1929, a copy of which accompanied the letter dated 11th September, 1929,‖ from this Office to your Department, the Government of India referred to their telegram of the 4th March, 1929 in which it was stated that, apart from a contribution for services rendered to the Kamaran Lazaretto and for Perim Lights, they did not regard themselves as incurring any liability in respect of the Station Ship. As a certain amount of obscurity existed as to the precise expenditure

* Enclosure in No. 91. † No. 86. ‡ C. 89298/31 [No. 4]: not printed.
§ No. 32. ‖ No. 57 in Middle East No. 22.

involved, it was suggested by this Office that this item should be excluded from the general agreement. It has now been ascertained that the total expenditure incurred on the hire of the ship in question after 1st April, 1927, was Rs. 51,600, allocated between the Military, Marine, and Political Departments in the ratio of 17/60ths: 13/30ths: 17/60ths. The sum of Rs. 14,620 is the Political Department's share in question, and I am accordingly to ask that you will set the sum of £1,096 10s. 0d. off against the advances made by your Department.

A certificate in support of the charge rendered by the Accountant-General, Bombay, is enclosed.

I am, &c.,
J. CLOUGH,
Deputy Accountant-General.

Enclosure in No. 93.

Accountant-General's Office,
Bombay, the November, 1930.

I CERTIFY that the expenditure aggregating Rs. 14,620 on account of hire of ships doing Station Ship duties at Aden during 1927-28 was audited by my staff and represents, to the best of my judgment, the correct charges according to the instructions governing the division of expenditure at Aden.

R. L. M. KERNAN,
Accountant-General.

C. 79274/30 [No. 40].

No. 94.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 95.]

Downing Street, 21st January, 1931.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of 18th December, 1930,* regarding the claim by the Government of India in respect of expenditure incurred after 1st April, 1927, in connexion with the vessel performing the duties of Station Ship at Aden, and in reply to request you to inform Mr. Secretary Wedgwood Benn that before considering the admissibility of the charge of Rs. 14,620 now raised against His Majesty's Government, he would be glad if he could be furnished with full details of the total expenditure of Rs. 51,600 incurred since 1st April, 1927. Lord Passfield would also be glad if he could be informed whether the contribution of Rs. 1,900 *per mensem* made by the Board of Trade in respect of services in connexion with the Red Sea Lights has been taken into account and the balance only allocated on the basis given in paragraph 2 of your letter under reply, and upon what information the basis of allocation as between the Military (17/60ths), Marine (13/30ths), and Political Departments (17/60ths) was settled.

2. Lord Passfield would be glad, therefore, if this information is not available in the India Office, arrangements could be made for it to be obtained from the Government of India.

I am, &c.,
H. R. COWELL.

C. 89274/31 [No. 1].

No. 95.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 96.]

India Office, Whitehall,
London, S.W.1, 29th January, 1931.

SIR,

I AM directed by the Secretary of State for India to refer to your letter dated 21st January,† regarding the claim made by this Office in respect of expenditure incurred during 1927-28 in connexion with the vessel performing the duties of Station Ship at Aden, and to forward a statement showing details of the total sum of Rs. 51,600 expended on this account after 1st April, 1927.

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* No. 93.

† No. 94.

The shares of this amount described as Marine and Military, totalling Rs. 36,980, have been debited against the War Office in the accounts of Military expenditure arising at Aden, and credit has been given in the same accounts for the contribution of Rs. 1,900 *per mensem* made by the Board of Trade to which you refer, the sum of Rs. 9,500 on this account appearing in the statement for the March quarter 1928 in respect of the five months April-August, 1927, inclusive.

As regards the subdivision of the gross expenditure of Rs. 51,600 your Department has already been informed that the Government of India dissociate themselves from any responsibility for expenditure in this connexion after the 1st April, 1927, as the services rendered by the ship did not concern the civil administration of Aden, *vide* their telegram of the 15th March, 1928, a copy of which accompanied the letter dated 10th April, 1928,* from this Office to the Colonial Office. The revised allocation as between Political and Military referred to in that telegram does not appear to have been pursued, hence the previous allocation in the proportions quoted in your letter continued after the 31st March, 1927. The principle that the charges arising in respect of the ship after the 1st April, 1927, were the liability of the Imperial Government does not appear to have been disputed at the time, and the War Office made provision in their estimates for the anticipated gross expenditure in 1927-28, and made an advance on this account to this Office, this advance, however, being subsequently merged in the accounts of military expenditure at Aden in which the War Office liability was adjusted. Attention is also invited in this connexion to the letter dated 23rd August, 1927,† from your Department, the implication in which was that the Imperial liability in question was the concern of your Department.

The subdivision of the expenditure, the amount of which, *i.e.*, Rs. 51,600 has only recently come to the knowledge of this Office, accordingly resolves itself into a matter lying between the Imperial Departments concerned, and it is presumed that the claim of this Office for £1,096 10s. 0d. will now be met.

I am, &c.,
J. CLOUGH,
Deputy Accountant-General.

Enclosure in No. 95.

STATEMENT OF DETAILS OF EXPENDITURE OF Rs. 51,600.

Amount. Rs.	*Date of Payment.*	*Treasury Voucher No.*	*Details of Charge.*
8,400	5th May, 1927 ..	Aden Treasury Vr. 27 for May, 1927.	Paid to Messrs. Cowasjee Dinshaw Bros. to amount of hire of s.s. *Tuna* for visiting Perim, Red Sea Lighthouses, Kamaran. Hodeidah and back from 16th to 23rd March, 1927, viz., 7 days at Rs. 1200/- per day
8,400	27th May, 1927 ..	Vr. 63 for May, 1927 ..	Paid to ditto for the period 20th April, 1927, to 27th April, 1927.
9,600	28th July, 1927 ..	,, 68 for July, 1927 ..	Paid to ditto for s.s. *Ayamonte* for the period 15th May, 1927, morning, to 22nd May, night, viz., 8 days.
8,400	28th July, 1927 ..	,, 69 for July, 1927 ..	Paid to ditto for s.s. *Ayamonte* for the period 18th to 24th June, 1927.
8,400	9th August, 1927 ..	,, 28 for August, 1927 ..	Paid to ditto for s.s. *Tuna* for the period 13th to 20th July, 1927.
8,400	19th September, 1927	,, 44 for September, 1927	Paid to ditto for s.s. *Tuna* for the period 18th to 25th August, 1927.
51,600			

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* C. 59274/28 [No. 11]: not printed.

† C. 48043/27 [No. 7]: not printed.

C. 89274/31 [No. 4].

No. 96.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by Nos.* 97, 98, *and* 100.]

Downing Street, 23rd March, 1931.

SIR,

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 29th of January, 1931,* regarding the claim put forward by the Government of India in respect of His Majesty's Government's share of the expenditure incurred subsequent to 1st April, 1927, in connexion with the vessels performing the duties which were formerly carried out by the Station Ship at Aden, and, in reply, to request that the attention of Mr. Secretary Wedgwood Benn may be drawn to the following points.

2. In paragraph 3 of your letter under reply, reference is made to the telegram of the 15th of March, 1928, from the Viceroy of India, in support of the contention that the Government of India dissociate themselves from any responsibility for the expenditure in this connexion after the 1st April, 1927. Reference to that telegram, however, shows that, of the annual expenditure on account of Messrs. Cowasjee Dinshaw's ships, Rs. 4,600 per annum is estimated to be chargeable to Kamaran Lazaretto funds for services performed by the steamers at the Lazaretto; Rs. 550 per annum to the Government of India for carriage of mails between Aden, Perim, and Kamaran; and Rs. 1,000 per annum to the Government of India in respect of attendance on the Perim Lights. The last item is said to be included in the sum of Rs. 1,900 *per mensem* debitable to the Board of Trade in respect of the ex-Turkish Lights in the Red Sea, and is, therefore, possibly the concern of that Department. The Government of India states that the two remaining items are not liabilities of the Imperial Government. In these circumstances Lord Passfield feels that he has no alternative but to request that the matter may be referred back to the Government of India for consideration of the foregoing facts, which do not appear to have been taken into account by them when arriving at their basis of allocation of the expenditure.

3. I am to add that no information has been furnished, as requested in Colonial Office letter of the 21st of January, 1931,† in support of the proposed charge of 17/60ths to Military, 26/60ths to Marine, and 17/60ths to Political, and that, before any claim can be admitted by this Department, it would appear to be necessary that an audited statement should be submitted showing that the various credits due from the Board of Trade, the Kamaran Lazaretto and the Indian Postal Services have been taken into account. The basis on which the allocation of the balance of the expenditure is arrived at should also be given.

4. I am to add that it is presumed that the above information must be readily available to the Government of India, and Lord Passfield would accordingly be obliged if it could be arranged for the required statement and information to reach this Department by the 30th of September next in order that any charge which may prove to fall against the Votes of this Department may be included in the accounts for the financial year ending the 31st instant.

I am, &c.,
H. R. COWELL.

C. 89274/31 [No. 6].

No. 97.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall,
London, S.W.1, 27th March, 1931

SIR,

I AM directed to acknowledge the receipt of your letter of the 23rd March,‡ regarding the claim of this Office for a portion of the expenditure on vessels performing the duties of Station Ship at Aden during 1927-28, and to inform you that a letter on the subject has been sent to the Government of India. On receipt of a reply a further communication will be addressed to you.

I am, &c.,
J. CLOUGH,
Deputy Accountant-General

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* No. 95. † No. 94. ‡ No. 96.

C. 89274/31 [No. 13].

No. 98.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 99.]

India Office, Whitehall, London, S.W.1, 5th October, 1931.

SIR,

I AM directed by the Secretary of State for India to refer to Mr. Cowell's letter of the 23rd March last,* regarding the claim of the Government of India for re-imbursement of the expenditure incurred on vessels performing the duties of Station Ship at Aden, and with regard to the request in the final paragraph to express regret that the information required from India is not yet forthcoming.

In an Air Mail letter of the 22nd September the Government of India report that their reply is delayed owing to the necessity of consultation between different Departments at Simla and the Accountant-General, Bombay, but that efforts are being made to expedite it.

I am, &c.,
SYDNEY TURNER,
Accountant-General.

C. 89274/31 [No. 14].

No. 99.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 100.]

Downing Street, 5th November, 1931.

SIR,

I AM directed by Mr. Secretary Thomas to refer to the letter from the India Office of the 5th of October,† regarding the claim of the Government of India for re-imbursement of the expenditure incurred on vessels performing the duties of Station Ship at Aden, and to request that, should Secretary Sir Samuel Hoare see no objection, the Government of India may be asked when the further information which was being obtained on the above subject is likely to be received in the India Office.

I am, &c.,
H. R. COWELL.

C. 89274/31 [No. 15].

No. 100.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 101.]

India Office, Whitehall,
London, S.W.1, 6th November, 1931.

SIR,

WITH further reference to your letter of the 23rd March last,* I am directed to forward a copy of an Air Mail letter received from the Government of India, on the subject of the liability of your Department for a proportion of the expenditure incurred in 1927-28 in respect of the vessel performing the duties of Station Ship at Aden.

It will be observed that the Government of India agree to afford rebate to the extent of Rs. 2,356 in respect of services rendered to the Kamaran Lazaretto, &c., and that the net amount due for refund is now Rs. 12,264, in support of which an audit certificate as desired is furnished.

In connexion with the explanation of the allocation of this expenditure between the various Departments, I am to observe that it is now apparent that the Marine Department was intended to bear that share only that would ultimately be charged against the Board of Trade, *i.e.*, Rs. 1,900 *per mensem*, ignoring the rebate on account of the Perim Lights, and that division of the remainder into moieties for debit against Political and Army estimates was to be superseded by an allocation in the proportion of 3 : 2. It is accordingly obvious that such an allocation if applied to the expenditure in 1927-28, amounting to Rs. 51,600, would have involved a greatly increased charge upon your Department to the advantage of the War Office.

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* No. 96. † No. 98.

I am to request that the amount of the claim as amended, *i.e.*, £919 16s. 0d.—may be set off in the books of your Department against the advances made to this Office.

I am, &c.,
J. CLOUGH,
Deputy Accountant-General.

Enclosure in No. 100.

Government of India.
Foreign and Political Department,
New Delhi, the 24th October, 1931.

Expenditure incurred in 1927-28 *recoverable from the Colonial Office in connexion with the Aden Station Ship.*

REFERENCE correspondence ending with India Office letter dated the 26th March, 1931.

2. In order to arrive at an early settlement of question, Government of India agree to afford necessary rebate to Colonial Office for period from April to August, 1927, in respect of services rendered to the Kamaran Lazaretto, Perim Lights, and on account of carriage of mails between Aden, Perim, and Kamaran. The total credit to be allowed for the period in question amounts to Rs. 2,356 (rupees two thousand three hundred and fifty-six) as detailed below :—

	Rs.
For Kamaran at Rs. 4,600 a year	1,917
For Perim Lights at Rs. 500 a year	210
For carriage of mails between Aden, Perim, and Kamaran at Rs. 550 a year	229
Total	Rs. 2,356

A modified certificate of audit for the net expenditure of Rs. 12,264 is attached.

2. As regards the data on which the allocation of expenditure in the ratio of 17/60ths, 13/30ths, and 17/60ths between the Military, Marine. and Political Departments respectively, as per Government of India Marine Department letter dated the 7th October, 1926 (copy enclosed), is based, the only information available at this distant date is that after allotting a proportionate share of the cost of hire to the Board of Trade's grant of Rs. 50,000, the balance was arbitrarily divided between the Army and Political Departments who were the principal users of the vessel.

4. In this connexion I am to enclose for information a copy of correspondence with the Political Resident, Aden.

(Sd.)
(for Foreign Secretary to the Government of India).

To the Under-Secretary of State for India.
Accountant-General's Department,
India Office, London.

Letter from the Government of India, Marine Department, to the Director, Royal Indian Marine, dated the 7th October, 1926.

Temporary arrangements for the performance of duties of Station Ship at Aden.

I AM directed to refer to your letters of the 10th and 29th September, relative to the above subject, and to state that the Government of India have decided that the R.I.M.S *Cornwallis* shall be withdrawn from Aden with effect from the 1st November, 1926. This vessel will continue to perform the full Station Ship duties until 31st October, 1926. From the 1st November, 1926, and until the end of the current financial year those duties will be performed by a private vessel which should be chartered for a continuous period of eight days in each month. It is understood that Messrs. Cowasjee Dinshaw and Company, Aden, are prepared to supply a suitable vessel at the rate of Rs. 1,200 a day (including coal), and I am to request you to enter into a contract with that firm accordingly.

2. The expenditure connected with the hire of this vessel, viz., Rs. 48,000. will be divided between the Marine, Political, and Army Estimates as follows :—

(*a*) Marine Estimates—Rs. 20,800.
(*b*) Political Estimates—Rs. 13,600 which should be debited to Head " 29—Political."
(*c*) Army Estimates—Rs. 13,600 which should be debited to " Head VI 'A' (5)—sea and inland water charges connected with movement of troops."

3. In consequence of this decision the orders issued in Commerce Department letter, dated the 13th September, 1926, to the Government of Bombay, have been modified. The Department of Commerce are also making the necessary arrangements for the monthly medical inspection of the lighthouse personnel and for the quarterly inspection of the mechanism of the lights, *vide* their letter dated the 27th September, 1926, a copy of which is attached.

Express letter to the Political Resident, Aden, dated Simla, the 29th July, 1926.

REFERENCE your letter dated the 10th June, 1926, to Bombay Government, Marine Department. It is understood the Station Ship at Aden is used on behalf of following Departments, viz. :—

(1) Civil Administration.
(2) Army.
(3) Kamaran Lazaretto.
(4) Commerce Department (Perim Lights).
(5) Board of Trade (Red Sea Lights).
(6) Postal Department.

It is proposed to allocate charges for Station Ship to Departments in proportion to work done for them. As all orders for passages, &c., emanate from your office, please supply as early as possible estimate of amount debitable to each Department concerned based on figures for last two years.

Letter from the Acting Political Resident, Aden, dated the 18th September, 1926

WITH reference to your express letter dated the 29th July, 1926, I have the honour to state that passages by the Station Ship at Aden are issued by the Marine Transport Officer, whom I have consulted with regard to the information required by you. I attach an extract from Captain Goad's report submitting proposals for the allocation of the cost of the Station Ship to the various Departments concerned, with a statement showing the approximate cost of passengers and stores carried by the Station Ship between 1st April, 1924, to the 31st March, 1926.

2. It will be seen that the proposed allocation of cost to the Military and Political Departments, which I accept, is not based on the figures in the statement, but on the fact that the proposed Station Ship is required principally for political and administrative purposes. The charge of the Political Resident at Aden includes Perim, Kamaran, Socotra and the coast from Perim to the borders of Muscat. Of these only Perim and Kamaran are occupied militarily and directly administered by the Indian Government, and they are, therefore, the most important, but there should be means of communication with the other places mentioned as well as with them. The only means of communication between Aden and its widely scattered dependencies is (apart from the air) by sea, and it is for this reason that importance is attached to the maintenance of a Government vessel permanently at the disposal of the Political Resident.

Extract from Captain Goad's Report, dated the 2nd September, 1926.

* * * * * * * * * *

Although in the schedule of the actual charges incurred by each department using the Station Ship, the share of the Military Department is considerably higher than that of the Political Department, it must be borne in mind that the vessel is stationed here mainly for political purposes, and it is for this reason that in my proposed table of allocation of cost, the Political Department has to pay the largest share.

Presuming that the cost of maintaining a Station Ship at Aden will be in the neighbourhood of Rs. 4 lakhs, the Controller of Marine Accounts, Bombay, having estimated that the cost of maintaining the R.I.M.S. *Cornwallis* is Rs. 3,86,168 per

annum, plus Rs. 70,705 for leave and pension contributions, interest on capital outlay and depreciation, making a grand total of Rs. 4,56,873, the following proportions for allocation of cost are suggested:—

			Rs
Political Department	114/200	share ...	2,28,000
Military Department	50/200	,, ...	1,00,000
Red Sea Lights	25/200	,, ...	50,000
Kamaran Lazaretto	8/200	,, ...	16,000
Perim Lights	2/200	,, ...	4,000
Postal Department	1/200	,, ...	2,000
		Total ...	4,00,000

Accountant-General's Office, Bombay, October, 1931.

I CERTIFY that the expenditure of Rs. 12,264, representing the Colonial Government's share in the hire of ships doing Station Ship duties at Aden during 1927-28 was audited by my staff and represents to the best of my judgment correct charges according to the instructions governing the Political expenditure at Aden.

R. L. M. KERNAN,
Accountant-General.

C. 89274/31 [No. 16].

No. 101.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 102.]

SIR, Downing Street, 7th December, 1931.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge receipt of your letter of the 6th of November,* regarding the cost of the vessel performing the duties of Station Ship at Aden during the months March to August, 1927, and in reply to request you to inform Secretary Sir Samuel Hoare that, subject to the proviso below, the Secretary of State will be prepared to seek the sanction of the Lords Commissioners of the Treasury to the claim as revised being met from the provision for services relating to Aden made in the Vote for Colonial and Middle Eastern Services, 1931.

2. It is observed from the copy of the express letter from the Government of India dated the 24th of October, 1931, enclosed in the letter under reply, that credit has been allowed to His Majesy's Government for certain services rendered by the vessel in connexion with the Kamaran Lazaretto, Perim Lights, and for the carriage of mails between Aden, Perim, and Kamaran at the rate of Rs. 4,600 per annum, Rs. 500 per annum, and Rs. 550 per annum respectively, for a period of five months only, while the gross claim against His Majesty's Government covers the services performed by the vessel in question during the six months March to August, 1927, inclusive. It would appear, therefore, that credit should have been given for a total of Rs. 2,825 (*i.e.*, 6/12ths of Rs. 5,650) instead of Rs. 2,356 (*i.e.*, 5/12ths of Rs. 5,650) referred to in the second paragraph of the letter under reply, and I am accordingly to state that, if Sir Samuel Hoare agrees with this view, sanction will be sought for the acceptance by this Department of the original claim of Rs. 14,620 less a credit of Rs. 2,825 in respect of services performed on behalf of the Government of India during the period in question.

I am, &c.,
H. R. COWELL

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* No. 100.

C. 97874/32 [No. 1].

No. 102.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 105.]

India Office, Whitehall,
SIR, London, S.W.1, 8th January, 1932.

WITH reference to your letter of the 7th December,* regarding the liability of your Department in respect of the cost of the vessel performing the duties of Station Ship at Aden incurred in the year 1927-28, I am directed to inform you that the Secretary of State for India in Council accepts the suggestion that the credit to be allowed in respect of services rendered in connexion with the Kamaran Lazaretto, Perim Lights, and carriage of mails to Perim and Kamaran should cover the month of March, 1927, so that the period for which this credit is afforded corresponds with that for which the hire is charged. The amount of the claim is accordingly reduced to Rs. 11,795 or £884 12s. 6d.

I am, &c.,
SIDNEY TURNER

C. 97874/32 [No. 2].

No. 103.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 104.]

SIR, Downing Street, 19th January, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to refer to the letter from this Department of the 24th of March, 1931,† enclosing copies of correspondence between this Department and the India Office on the subject of the incidence of charge of the cost of the Aden Station Ship for the year 1927-28, and to enclose herewith copies of further correspondence‡ on the subject.

2. The Secretary of State is of the opinion that the claim as now submitted to this Office is one which must be accepted as part of the cost of "political" services in Aden during the year 1927-28 and, as such, chargeable to His Majesty's Government. The balance of the claim appears to have been met by the War Office, and the Indian Government have now agreed to accept a proportion of the charge in respect of services rendered by the ship which have been admitted as a responsibility of that Government.

3. Whilst the claim includes a payment for a journey undertaken in March, 1927, but paid for in May, 1927, Sir Philip Cunliffe-Lister feels that he cannot object to the inclusion of that payment, as, in the case of services of a purely "political" nature, he has already admitted as a charge against United Kingdom funds certain payments made after 31st March, 1927, although in respect of services relating to periods prior to that date. As from September, 1927, the Board of Trade has borne the cost of hiring a vessel for the purpose of the Red Sea and Perim Lighthouses, subject to a contribution from the Government of India of Rs. 500 a year in respect of services rendered to the Perim Lights.

3. I am, accordingly, to request that Their Lordships may be moved to sanction the acceptance of the sum of £884 12s. 6d. (Rs. 11,795) in respect of the "political" share of the Aden Station Ship during 1927-28 as a charge to the Vote for Colonial and Middle Eastern Services (Class II, 9) Sub-head K—Aden—for the current financial year. It is anticipated that savings will be available under the above sub-head from which the charge can be met.

I am, &c.,
H. R. COWELL.

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* No. 101. † C. 89274/31 [No. 5]: not printed. ‡ Nos. 100, 101, and 102

C. 97874/32 [No. 4].

No. 104.

TREASURY to COLONIAL OFFICE.

(S. 21238/02/2.)

Treasury Chambers, 13th February, 1932.

SIR,

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 19th ultimo,* enclosing copies of correspondence between the Colonial Office and the India Office on the subject of the incidence of charge of the cost of the Aden Station Ship for the year 1927-28.

In reply I am directed to request you to inform Secretary Sir Philip Cunliffe-Lister that My Lords note the adjustments which have been made in the claim against United Kingdom funds, and that they sanction payment of the sum of £884 12s. 6d. accordingly in settlement of the matter. Payment should be made from the existing provision under Sub-head K of the Colonial and Middle Eastern Services Vote, 1931.

I am, &c.,
R. V. NIND HOPKINS.

C. 97874/32 [No. 5].

No. 105.

COLONIAL OFFICE to INDIA OFFICE.

Downing Street, 26th February, 1932.

SIR,

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge the receipt of your letter of the 8th of January,† regarding the liability of this Department in respect of the cost of a vessel performing the duties of Station Ship at Aden during the year 1927-28, and to request you to inform Secretary Sir Samuel Hoare that the sanction of the Lords Commissioners of His Majesty's Treasury has been obtained to the acceptance of the reduced claim of £884 12s. 6d. as a charge against the Colonial and Middle Eastern Services Vote, 1931. Credit for the above sum is accordingly being allowed to the India Office in the books of this Department.

I am, &c.,
H. R. COWELL.

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4. POLICE.

(i) Proposed increase in strength.

C. 97888/32 [No. 23].

No. 106.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 20th June, 1932.)

(Secret.)
(No. 105.)

The Residency, Aden, 8th June, 1932.

SIR,

I HAVE the honour to enclose a copy of a letter dated 4th June, 1932, with its accompaniments,‡ which I have addressed to the Government of India regarding the recent Moslem-Jewish disturbances in Aden.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 106.

(Secret.)

The Residency, Aden, 4th June, 1932.

SIR,

I HAVE the honour to submit with my comments a report from the Commandant of Police on the recent Moslem-Jewish disturbances in Aden. It became necessary to ask for assistance from the Officer Commanding British Forces in Aden, and I

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*No. 103. † No. 102. ‡ Not printed.

enclose a copy of a letter which he has addressed to me on the subject. As he remarks, the trouble was comparatively mild. There was at no time any indication of anti-Government or anti-European feeling. The Jews were, however, much alarmed, and some of them began to send very much exaggerated messages to London, New York, and other places. I therefore placed a censorship on outward telegrams under Section 5 (1) (*b*) of the Indian Telegraph Act, 1885, from the 25th May until the 30th May, 1932. The rioting illustrated the principal risk to law and order in Aden, namely communal conflicts, and it has led me to reconsider the question of the strength of the Armed Police.

2. There has always been a latent antagonism between Arabs and Jews in Aden, but it has not in the past found expression in anything more serious than occasional stone-throwing, mainly by boys, or demonstrations on occasions such as football matches. Outward relations between the two races have generally been good —in comparison with Palestine remarkably so. In recent years there has, however, been some deterioration due partly to the interest taken by both races in events in Palestine, and partly to the progress of the Jews educationally and socially and the development among them of a national consciousness which has lifted them from their former traditional position of inferiority to the Arabs to one of equality or even to a suspected claim to superiority.

3. The indigenous Jewish population in Aden amounts to about 4,000. In addition, large number of Jewish emigrants from the Yemen to Palestine pass through Aden, where they are often detained for considerable periods of time awaiting permission from the Palestinian authorities to proceed on their journey. The presence of this outside element increases the work of the Police when religious and racial feelings are inflamed. In such cases the sympathies of local Indian Moslems and of the Somalis (some of whom are always inclined to be unruly) are with the Arabs, while Indian Hindus remain indifferent.

4. These are permanent factors which made a Moslem-Jewish conflict a constant possibility in Aden, although clashes have hitherto fortunately been rare. The better class and well-to-do Arabs and Jews are genuinely anxious to avoid mutual friction and the two communities are generally law-abiding and easy to control. The Arabs are, however, easily excited by any affront to their religion, and more especially to their mosques, and it was an alleged insult by Jews to a mosque that precipitated the recent trouble.

5. The sequence of events is recorded in Mr. Haslam's report. From personal investigation I feel convinced that the filth referred to in paragraph 2 of the report cannot have been thrown into the mosque courtyard from anywhere but an adjacent Jewish house. I think, however, that it was not thrown intentionally into the mosque. It is probable that it was intended to be dropped into a narrow sweeper passage which separates the Jewish houses from the mosque, and that it fell into the latter through carelessness (which in the circumstances was culpable), and not by design. Now that the excitement has died down many of the principal Arabs themselves accept this view, although they would not do so in the first indignation that the incident caused. The placing of a beer bottle in another mosque referred to in paragraph 5 of Mr. Haslam's report was almost certainly not the work of Jews (who by this time were far too terrified to commit such an outrage), but of some malicious person—probably a Mohammedan. This view is also now accepted by sensible Arabs.

6. The disturbances might have become much more serious if steps had not been taken promptly to suppress them, and the fact that they were suddenly provoked by a small and probably accidental incident shows that there is plenty of inflammable material in Aden which needs to be controlled by an adequate armed force. The only armed force available without calling upon military aid is the newly-formed Armed Police. At the time of the disturbance its strength was 168 men. Of these, 60 (including 30 Indians) were on duty on the Islands of Perim and Kamaran and 7 were sick or on leave, which left 101 men in Aden It was unfortunate that 32 new Indian recruits had not yet arrived. As it was, the force in Aden was almost entirely Arab.

7. Some doubt has always existed as to the reliability of Arab Armed Police when dealing with a disturbance, and especially a religious disturbance, in which one side consisted of people of the same religion and race as themselves. The trouble last week provided a test, and it is very satisfactory that the conduct of the Arab policemen, of both the armed and unarmed branches, was excellent. Credit for this is greatly due to the British officers, Mr. Haslam (Commandant of Police) and Captain Ropner (Assistant Commandant of Police) in charge of them, both of whom worked

indefatigably throughout the disturbances, and also to the Senior Inspector of the Armed Police (an Indian) and the Police Inspector in charge of the Crater Division (also an Indian).

8. Under this good control and leadership the Arabs have proved themselves to be efficient and reliable. The Police did not fail in quality, but it is evident that they were deficient in quantity. Military assistance had to be invoked not because the situation was beyond Police control, but because the Police were exhausted on the third day of continuous duty, and no other Police were available to relieve them. The position would have been eased if the force had been up to its full strength of 200, but even with that number adequate reliefs could not have been arranged had the disturbances been prolonged or had they become more widespread.

9. The normal distribution of 200 men is as follows:—

Aden	110
Perim	30
Kamaran	30
Leave, sick, and training	30
	200

In the light of recent experience I have come to the conclusion that the force in Aden is too small. In Mr. Gerrard's original scheme the total strength of the Armed Police was to be 250. This was subsequently reduced to 200, mainly because the detachments at Perim and Kamaran were diminished from 50 to 30 each. This effected a saving of 40 men, but it must be recollected that circumstances might necessitate a reinforcement of these detachments and that the men on these islands are too far away to be called in to help in an emergency at Aden, where, owing to its isolated position, any situation that arises must be met without the possibility of calling for outside aid. The only help that can be obtained is from the local military forces. It is obviously wrong that this should be required purely to supplement the Police in dealing with a disturbance such as the one under report. In a more serious difficulty involving internal security the proper role of the military forces is to remain concentrated in order to deal effectively with any situation that may arise, and to protect the Settlement against outside attack, as a breakdown of authority in Aden would immediately attract Bedouin looters to the outlying villages of Shaikh Othman, Hiswa, and Imad and possibly Khormaksar.

10. My conclusion therefore is that the Armed Police ought to be strengthened, and in this I am in agreement with the views expressed by Group-Captain Boyd. If the force is raised to 250 men its normal strength will be about 80 more than it actually was when it was faced by last week's outbreak. This should provide an adequate margin, and should be sufficient to deal with any probable emergency.

11. I am aware of the strong financial objections that my recommendation will encounter, as it will involve an additional annual charge of Rs. 24,700 with an additional Rs. 12,000 in the first year for non-recurring expenditure, as shown in the attached statement. But I consider that it would be wrong to ignore the lesson that last week's rioting has given which has, in my opinion, shown clearly that an increase in the strength of the Armed Police Force is necessary.

12. The Officer Commanding British Forces is putting forward proposals to the Air Ministry for an increase in the number of armoured cars maintained, and for the training of the heavy battery of Royal Artillery in musketry, in order to increase their potential value as a reserve for use in grave emergency.

13. In conclusion I wish to record my obligation to Group-Captain O. T. Boyd, O.B.E., A.F.C., M.C., Officer Commanding British Forces in Aden, and to those under his command who assisted the Police, for their co-operation and help in dealing with a situation which, although never serious, had serious possibilities.

I have, &c.,
B. R. REILLY,
Chief Commissioner.

The Secretary to the Government of India,
Foreign and Political Department, Simla.

C. 97854/1/32 [No. 11].

No. 106A.

MR. J. G. LAITHWAITE (INDIA OFFICE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

MY DEAR HOWARD, Whitehall, S.W.1, 12th August, 1932.

WITH reference to our conversation this morning, I enclose a copy of a letter which has now been received from the Government of India, containing their recommendations on Colonel Reilly's proposal for an increase of 50 in the Aden Armed Police in the light of the experience gained from the recent riots As you will see, the Government of India, for the reasons given by them (which seem to us to have considerable force) are not disposed as at present advised to accept the Chief Commissioner's recommendations. I think the simplest method of disposing expeditiously of this case will be that we should have a discussion in the Aden Committee and I should like to suggest that we might have a meeting, if the Colonial Office and the other interested departments agree, towards the end of next week, say Thursday or Friday. Will you be so kind as to let me know whether you agree and if the necessary arrangements can be made.

In the meantime, I am sending copies of the Government of India's letter demi-officially to Trickett and Evans. I hardly think it is necessary to bring in the Foreign Office, but if you would prefer that they should be consulted I will send copies to them if you will let me know. I am, however, sending a copy of the Government of India's letter to Murray at the War Office, as it might be well that they should be present in view of the proposed musketry training for the gunners.

Yours, &c.,
J. G. LAITHWAITE.

Enclosure in No. 106A.

(Confidential.)

SIR, Simla, 28th July, 1932.

I AM directed to refer to the Secretary of State's telegram No. 1741, dated the 28th June, 1932,* asking for the Government of India's views on the recommendations made in Aden despatch of 4th June, 1932,† for an increase in the numbers of the Aden Police in view of the experience gained from the recent riots.

2. The existing strength of the Aden Police and the distribution of its cost between His Majesty's Government and the Government of India was determined as recently as 1930 after prolonged and somewhat controversial correspondence. The Government of India are reluctant to ask for any further contribution from His Majesty's Government or in view of present financial stringency to impose any further burden on the Indian taxpayer in connexion with the maintenance of internal security at Aden. They therefore consider themselves compelled to scrutinize the Chief Commissioner's proposals with the utmost care.

3. The Chief Commissioner's proposals are that the Armed Police should be increased by 50 men at an initial cost of Rs. 12,000 and a recurring annual cost of Rs. 24,700. The argument, on which this recommendation is based, is that the numerical strength of the Armed Police proved to be insufficient to deal with the recent riots and the civil authorities were therefore obliged to ask for military assistance to relieve the Police. This argument appears to the Government of India to overlook important factors in the internal security position at Aden and also relevant facts peculiar to the particular situation which arose in May, 1932. It is admitted that the Armed Police were at the commencement of these disturbances about 16 per cent. below their proper strength owing to the non-arrival of 32 recruits from India. If the detachments at Perim and Kamaran are excluded from the calculation, the deficiency amounts to not less than 30 per cent. of the normal strength of Armed Police at Aden, so that any argument for an increase based on the circumstances which prevailed on this occasion loses much of its force. I am also to point out that it was clearly understood at the time when the present strength of the Armed Police was fixed that at least one of the two additional platoons of Aden Protectorate Levies provided by His Majesty's Government, was definitely intended for service on the mainland to assist in the maintenance

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* Enclosure in No. C. 97854/1/32 [No. 9]: not printed. † Enclosure in No. 106.

of internal security. This being so, the Government of India are unable to agree with the Chief Commissioner that there is anything wrong or improper in the local military forces being called on at least to the extent of one platoon of Levies to reinforce the Armed Police in dealing with a disturbance of this kind. Lastly, the Government of India consider that it would be a mistake to base conclusions, which involve considerable financial commitments, upon experience derived from a single incident of this kind. As the Chief Commissioner admits Aden is on the whole comparatively free from communal unrest and even these disturbances arose out of what is described as unintentional, if culpable, carelessness, which is not likely to be repeated.

4. After careful consideration therefore the Government of India are not disposed, on the facts now before them, to agree to the Chief Commissioner's proposals or to sanction any increase in the Aden Armed Police. Before, however, communicating their views to the Chief Commissioner they would be glad to know whether His Majesty's Government agree with their views stated above.

I have, &c.,
H. A. F. METCALFE,
Foreign Secretary to the Government of India.

To the Under-Secretary of State for India,
Political Department,
India Office, London.

C. 97854/1/32 [No. 16].

No. 107.

INDIA OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for India presents his compliments to Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the Government of India on the subject of the disturbances at Aden and the strength of Police, &c.

India Office,
8th September, 1932.

Copy also sent to Admiralty, Air Ministry, Foreign Office, and Treasury.

Enclosure in No. 107.

(Confidential.) India Office, Whitehall,

SIR, London, S.W.1, 8th September, 1932.

I AM directed by the Secretary of State to acknowledge receipt of your Confidential letter of 28th July,* on the subject of the recent disturbances at Aden and the increase in the numbers of the Aden Armed Police proposed by the Chief Commissioner in the light of experience gained in the disturbances in question.

2. In reply, I am to say that His Majesty's Government have given careful consideration to the question in the light of the views expressed by the Government of India; and that they agree that, for the reasons given by the Government of India, it is unnecessary to consider any increase in the sanctioned strength of the Aden Armed Police. I am to add that the Army Council are arranging for musketry training for the men of the Heavy Artillery Battery at Aden, while the Air Ministry are making arrangements for the provision of a reserve car as proposed by the Officer Commanding British Forces in his report to them of 8th June, 1932, of which copies were sent to the Government of India in my weekly letter of 14th July. These steps will further strengthen the reserves available to the resident in the event of any serious emergency arising

3. As the Government of India point out, one of the two additional platoons of Aden Protectorate Levies provided in 1929 was definitely intended for service on the mainland to assist in the maintenance of internal security. The Secretary of State understands that the Aden Defence Scheme, which has recently been compiled, makes it quite clear that support of the Police in dealing with internal disorders is one of the rôles of the Aden Protectorate Levies and that Appendix VIIA of that Scheme provides that two platoons and the camel troop of the Aden Protectorate Levies shall " be

* Enclosure in No. 106A.

available to move out in aid of the Civil Authorities if called upon." I am to say that, in the unfortunate event of a situation, similar to that created by the recent riots at Aden, developing at any later date, a decision by the Chief Commissioner to invoke the assistance of the Levies at an early stage of the outbreak would therefore be entirely consistent with the intention of the Defence Scheme.

I am, &c.,
J. C. WALTON.

The Foreign Secretary to the
Government of India,
Foreign and Political Department,
Simla.

C. 97854/1/32 [No. 22].

No. 108.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 12th December, 1932.)

(Confidential.)
(No. 238.)

SIR, The Residency, Aden, 30th November, 1932.

I HAVE the honour to enclose, for your information, a copy of a letter dated 26th November, 1932, to the Government of India, and enclosures, on the subject of the proposed increase in the strength of the Armed Police Force at Aden.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 108.

(Confidential.)

SIR, The Residency, Aden, 26th November, 1932.

I HAVE the honour to refer to your Confidential letter dated 7th October, 1932, forwarding a copy of correspondence showing that His Majesty's Government agree with the Government of India that it is unnecessary to consider any increase in the sanctioned strength of the Aden Armed Police Force.

2. I venture to re-submit this question as it is evident from this correspondence that there is a fundamental difference between the views of the Government of India and those hitherto held in Aden as to the kind of emergency which the internal security measures laid down in the Aden Defence Scheme are designed to meet. This point is of such importance that I feel it necessary to endeavour to explain more clearly the theory on which, in my opinion, the Aden Defence Scheme is based.

3. The existing Defence Scheme is intended to deal with a situation in which the authority of Government is directly threatened by external or internal attack; but it now appears that the Government of India consider that it can be applied in cases of communal disturbances, such as those of last May, which do not involve any danger to the Settlement as a whole. The adoption of this principle will involve a radical alteration in the Internal Security Scheme, which assumes that the Armed and Unarmed Police are strong enough to deal with disturbances of this nature without military help, and which makes no provision for giving the kind of assistance that was required last May.

4. The object of the Defence Scheme and the military measures which it contemplates are clearly explained in a letter, which I attach, from the Officer Commanding the Forces in Aden. It will be seen that there is no intention that the Aden Protectorate Levies, or any section of them, should be utilized for what is essentially police work; nor is the strength of the Levies sufficient to justify such a diversion from their proper military function. It is true that it has been accepted that the employment of Levies for internal security, although not their primary rôle, is an important function, and was particularly so during the transitional period (now concluded) in the policy and training of the Armed Police; but it was understood in Aden that " internal security " implied a situation such as I have described in paragraph 3 above, and the main reasons for the retention of the 5th platoon of the Levies are purely military ones. These were explained in my Secret despatch to His Majesty's

Secretary of State for the Colonies, No. 216, dated 28th October, 1931,* of which I enclose a copy. Other past correspondence on this subject appears to me to bear out this view. The Air Ministry, writing to the Colonial Office on the 19th November, 1928,† expressed the view that "the maintenance of internal security in any country is primarily a civil responsibility. The Civil Administration is failing in its duty if it does not provide a police force sufficiently trained in, and supplied with, arms to repress minor disorders without invoking military aid." Again, on the 2nd March, 1929,‡ the Air Ministry stated their views of the role to be played by the Police, and observed how desirable it was that the Police should be in a position to deal with civil disorders. These references will be found in (Confidential) Middle East Publication No. 22.

5. Apart from whatever may have been thought or intended at the time the strength of the Armed Police and of the Levies was decided, I venture to state that it appears wrong in principle that one or more platoons of the Levies should be detached from the main body to perform what is virtually police work. In case of civil disturbances the Levies ought, in my opinion, to be concentrated in readiness for whatever duty may be required of them as a military unit. If it is accepted that one platoon is intended to carry out police duties, it would be better that it should be detached altogether from the Levies and be transferred to the Police. This course would, however, entail a dangerous and unjustifiable weakening of the Levies.

6. The Government of India have emphasized the fact that in the last disturbances the Armed Police were 32 below strength. In paragraph 8 of my letter of the 4th June, 1932, to the Government of India I admitted that the position would have been eased if the Police Force had been up to its full strength of 200, but I added that even with that number adequate reliefs could not have been arranged had the disturbances been prolonged or had they become more widespread. It must also be remembered that the Police Force in Aden is periodically about 30 men below strength, while reliefs of the Perim or Kamaran detachments are in progress. These island detachments are relieved as far as possible once in every three months. Each relief takes on average 10 days to effect; and, as each garrison consists of 30 men, the strength of the Armed Police in Aden is reduced to this extent for 20 days out of every 90. When the Force is up to its present full strength of 200 men the normal distribution is as follows:—

	Men.
2 Island detachments	60
Sheikh Othman	12
Sick, leave, under training and miscellaneous duties ...	35
Available for duty	93
	200

Of the 93 men available for duty, 32 are on guards, leaving an effective strength of 61 in the fortress. When either the Kamaran or Perim detachment is being relieved this strength is further reduced by 30 men, leaving an effective strength of 31. I quote these figures to show that the Force must from time to time be very short of men even if it were not below strength, as it was to the extent of 32 men in last May. Moreover, an addition of more than 32 men was then required to deal with the disturbances, as 71 Arab ranks of the Aden Protectorate Levies were called upon to support the Armed Police.

7. I observe that the Government of India consider that it would be a mistake to base conclusions, which involve considerable financial commitments, upon experience derived from a single instance such as that which occurred in May last. I am extremely reluctant to submit proposals involving additional expenditure to Government at a time when I am fully aware of the need for rigid economy. My conclusions were not, however, based entirely upon what occurred during the recent disturbances. Most responsible officials in Aden (including myself) have throughout the recent changes felt that the Military and Police Forces here were being cut down to a point which involved the taking of a definite risk in view of Aden's isolated position and of the consequent impossibility of reliance on early aid from outside in case of emergency. It must be remembered that Aden is separated by long distances from the nearest British troops and police forces, and that it is a small Settlement adjacent to a wide area of unorganized tribal territory, which is not directly administered or controlled. It is true that most of the neighbouring tribal Chiefs are in friendly relations with the

* No. 113 in Middle East No. 45. † No. 227 in Middle East No 22.
‡ No. 249 in Middle East No. 22.

British authorities in Aden, but it is also true that their people include large unruly Bedouin elements, over whom they exercise only nominal control, and whose first instinct would be to make for Aden for plunder if they thought that there was a serious breakdown of authority in the Settlement. The Sheikh Othman division of the Settlement experienced an incursion of this kind immediately on its evacuation by the local British troops in 1915, and the Government of India subsequently paid Rs. 99,367.4.8 in compensation to the inhabitants for the losses that they suffered at the hands of these marauders (*vide* Government of India, Army Department letter No. 8361 dated 25th June, 1918). Even during the comparatively mild disturbances of last May, a rumour was prevalent in the town that Bedouins from the Subeihi country to the north-west of Aden were on their way to take advantage of the situation, and it was considered advisable to ask His Highness the Sultan of Lahej to strengthen his posts in that direction, which he immediately did. I mention this incident in order to exemplify the need for preserving the Aden Protectorate Levies as a military unit available for the external defence of the Settlement. The events of last May confirmed the doubts that I already entertained as to the adequacy of the Police Force, and impelled me to submit proposals which were based not only on a single experience, but also on a knowledge of many years of Aden and of the particular dangers to which it is exposed. It is only because of my strong conviction that the reduction of the strength of the Armed Police to a figure below that originally recommended by Mr. Gerrard was a mistake that I have felt justified in urging its reconsideration at a time when no additional public expenditure ought to be advocated except on the strongest grounds. The only point on which I differ from Mr. Gerrard is that, whereas he proposed to place an additional 20 men on each of the islands of Perim and Kamaran, I consider that an increase in strength is most urgently needed in Aden itself, from which the island detachments can, if necessary, be reinforced.

8. I have addressed the Officer Commanding the Forces in Aden on this subject, and I enclose a copy of his reply, to which I have already referred, and in which he has expressed his agreement with my conclusions, and has added his own comments on the points at issue.

9. I hope that the Government of India will be willing to give further consideration to this question in the light of my explanation of the reasons which prompted me to recommend the restoration of the Armed Police to the strength originally proposed by Mr. Gerrard; and I trust that, in doing so, they will particularly bear in mind the isolation of Aden, which makes it essential that it should have self-contained resources sufficient to deal with internal trouble, and with the possibility of a simultaneous attack from outside.

I have, &c.,
B. R. REILLY,
Chief Commissioner.

The Secretary to the Government of India.
Foreign and Political Department,
New Delhi.

(Secret.)

Headquarters, British Forces, Aden,
11th November, 1932.

SIR,

I HAVE the honour to refer to your letter dated 4th November, 1932, on the subject of an increase in the establishment of the Armed Police, and to say that I entirely agree with all the conclusions which you reach. There appears to be no doubt that both the Government of India and the Home Government misunderstand the proper role of the Aden Protectorate Levies, which primarily is to defend Aden against landward attack, and any additional role which they may be required to carry out must be entirely subsidiary to this. The other point on which the Government of India and the Home Government appear to be under a misapprehension is the intention of the Aden Defence Scheme. The object of this scheme is to provide for the defence of the port of Aden against external attack, and against attack from hostile elements of the local population. It is most emphatically not designed to deal with communal disturbances, and unquestionably the proper force to be invoked in such circumstances is the civil Police, whether armed or unarmed. The Aden Internal Security Scheme (Appendix VII A of the main Scheme) clearly indicates this intention. Broadly speaking, the task of the Levies under this Scheme is to isolate the area most likely to provide the main source of trouble, *i.e.*, Crater, from the essential parts of the Port of Aden, *i.e.*, centres of administration, wharves, oil-storage tanks, and the aerodrome.

2. Owing to the peculiar topographic formation of Crater this object can be achieved with a minimum expenditure of troops, the total being one platoon to hold

the exits of the Crater, and another one concentrated at the Barrier Gate as a local reserve. In addition to this, however, one platoon will be absorbed in finding increased guards at the aerodrome and the Levy lines. This leaves one platoon and the camel troop concentrated at Khormaksar ready to meet any further emergency which may arise. This emergency would be most likely to take the form of a raid by tribesmen on Sheikh Othman, possibly accompanied by a hostile movement from the inhabtants of Sheikh Othman itself. This is a very real danger that cannot be ignored, and troops must be available to deal with it immediately.

3. This, in general terms, is the way in which the Aden Protectorate Levies will be employed under the Aden Internal Security Scheme, but you will agree that their employment on these lines during the recent disturbances in Crater would have served no useful purpose. From this, I suggest that it is fair to infer that the conditions at that time were not such as are contemplated under the Defence Scheme

4. There is, however, always a serious risk that a disturbance which has its beginning in racial ill-feeling may develop into an anti-Government revolt, and for this reason I consider it to be of the first importance that the few troops available should not be required to carry out duties proper to the civil Police, since the performance of such duties inevitably leads to dispersion. Further, if a portion of the Levies are employed on police duties and are then required at short notice to carry out their proper functions as a military force under the Defence Scheme, their extrication would cause considerable difficulties, delay, and disorganization In my opinion, this objection does not apply to the same extent in the case of armoured cars, as, owing to their compactness and relative invulnerability, they can be readily disengaged, while their speed will enable them with a minimum of delay to reach the new danger point.

5. I, of course, appreciate the fact that, particularly in India, troops have often been called out in aid of the civil power, but I consider that the conditions in India and here are in no way identical. India covers a vast area, and contains many troops, and consequently it is always possible to move troops rapidly from unaffected areas to centres of disturbance. Aden is small and isolated and contains a minute military garrison, and, owing to its size, the whole area must be considered as liable to be affected should disturbances start. Further, owing to its isolation, should the situation seriously deteriorate, there is no prospect of receiving reinforcements for at least nine or ten days. Hence, it appears to me vital that the small military force available should be used for its proper functions, and not frittered away on duties with which it is not primarily concerned, and the performance of which will necessarily interfere with the carrying out of its proper role.

I have, &c.,
O. T. BOYD,
Group Captain
Commanding British Forces, Aden

(ii) Medical and Hospital Treatment for Police Establishment at Perim.

C. 79287/30 [No. 2]

No. 109.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 112.]

SIR, India Office, Whitehall, S.W.1, 8th February, 1930.

I AM directed by the Secretary of State for India in Council to forward, for the information of the Secretary of State for the Colonies, copy of a letter dated the 9th January* from the Government of India, with enclosures, on the subject of expenditure in connexion with medical and hospital treatment for the police establishments at Perim.

The honorarium of Rs. 35 *per mensem* to be granted to the Medical Officer of the Perim Coal Company for medical attendance on the interim Armed Police Force at Perim should apparently follow the incidence of the cost of that Force, and I am to inquire whether the Secretary of State for the Colonies agrees to its being accepted as a charge on Imperial revenues.

I am, &c.,
J. C. WALTON.

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* Not printed.

Enclosure 2 in No. 109

Political Department,
SIR, Bombay Castle, 4th September, 1929.

Medical and Hospital Treatment to the Police and Lighthouse Establishments at Perim.

I AM directed by the Governor in Council to forward for the consideration of the Government of India, a copy of the correspondence* mentioned in the margin, containing the proposals put forward by the Resident and Commander-in-Chief, Aden, for providing medical and hospital treatment to the Police and Lighthouse Establishments at Perim.

Letter from the Resident and Commander-in-Chief, Aden, dated the 13th April, 1929.
Letter to the Resident and Commander-in-Chief, Aden, dated the 3rd May, 1929.
Letter from the Resident and Commander-in-Chief, Aden, dated the 9th June, 1929.

2. From the Resident's letter of the 9th June, it is clear that the only expenditure which Government hitherto incurred in providing medical treatment to the Civil Establishments at Perim, was the payment of a monthly allowance of Rs. 15 to the Military Sub-Assistant Surgeon on the Island (vide letter from the Government of India, Foreign Department, dated the 7th February, 1913), who, also in 1927, was authorized to call in the Medical Officer of the Perim Coal Company on payment of Rs. 16 per consultation, or treatment. The average annual amount of fees so paid to the Coal Company's Doctor is not known, but, as this consultation was allowed only in exceptional circumstances, it may be assumed that probably it was not considerable. The proposals now formulated involve an increase in expenditure but, with the withdrawal of the Military Sub-Assistant Surgeon, there is no doubt that the arrangement is the best and indeed the only possible one that can be made on the Island. The number of men to be looked after has increased, and they will get the benefit not only of the services of a more highly qualified doctor, but also, if necessary, of the hospital facilities which the Coal Company is willing to provide on the terms set forth by the Resident The Government of Bombay agree with the Resident and Commander-in-Chief, Aden, that these proposals are on the whole economical, and therefore have no hesitation in supporting them.

3. The share of the Government of India in the proposed honorarium of Rs. 75 *per mensem* to Dr. King, Medical Officer of the Perim Coal Company, is Rs. 25 only, viz., Rs. 15 for the Lighthouse Establishment and Rs. 10 for the Harbour Police, otherwise known as the Perim Boat Crew. Of the balance of Rs. 50, Rs. 35 represent the share of the Home Government for medical attendance on the Armed Police (31 men) and Rs 15 will be chargeable to the Government of Bombay (Provincial Revenues) on account of the Land Police (13 men). The Superintendent of Lighthouses, Aden District, is approaching, or, perhaps, has already approached, the Government of India in the Commerce Department for obtaining their sanction in respect of the share of the Lighthouse Establishment at Perim, while the Government of Bombay have approved of the charge debitable to Provincial revenues. For the Armed and Harbour Police, the sanction of the Government of India is necessary and I am to request that this may kindly be obtained at an early date with effect from the date when the Resident may have found it necessary to adopt the scheme proposed by him

The arrangements as to the distribution of cost may be taken as provisional as they will have to be subject to revision when the composition of the Police Force to be maintained at Perim and the financial responsibility for it are finally settled.

I have, &c..
J. R. MARTIN.
Chief Secretary of the Government of Bombay,
Political Department.

The Foreign Secretary to the Government of India
in the Foreign and Political Department.

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* Not printed.

C. 79287/30 [No. 3].

No. 110.

COLONIAL OFFICE to TREASURY.

[*Answered by No.* 111.]

SIR, Downing Street, 20th February, 1930.

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of His Majesty's Treasury, the accompanying copy of a letter* from the India Office regarding certain recurrent expenditure in connexion with medical and hospital treatment for the Police Establishments at Perim.

2. Their Lordships will observe from this correspondence that it is proposed that an honorarium, amounting to Rs. 75 *per mensem* in all, should be paid to Dr. King, the Medical Officer of the Perim Coal Company, who is the only medical officer available for attendance on the Police establishments on the Island; and that of this honorarium a sum of Rs. 35 *per mensem*, should be regarded as the share of His Majesty's Government in respect of the Temporary Armed Police Force, stationed in the Island, for which His Majesty's Government is financially responsible. The full honorarium will be divisible as under :—

Government of Bombay, Rs. 15 in respect of 13 men
Government of India, Rs. 25 in respect of 21 men.
His Majesty's Government, Rs. 35 in respect of 31 men.

Their Lordships will observe that the proposed allocation is in mathematical proportion (within one rupee) to the establishment for which each Government has responsibility.

3. I am to say that, in Lord Passfield's opinion, this item of Rs. 35 *per mensem* would appear to be a justifiable charge against His Majesty's Government and to be analogous to the items of expenditure for which His Majesty's Government have accepted responsibility in respect of conservancy arrangements for the Temporary Armed Police a Perim. On the analogy therefore of the decision reached at the 15th Meeting† of the Standing Aden Committee, I am to request Their Lordships' sanction for meeting this payment of Rs. 35 *per mensem* from Imperial funds until such time as the permanent arrangements for policing Perim come into operation, after which the fixed British contribution of £8,000 should be held to cover this item.

I have, &c.,
F. J. HOWARD.

C. 79287/30 [No. 10].

No. 111.

TREASURY to COLONIAL OFFICE.

(E. 23529.)

SIR, Treasury Chambers, 7th March, 1930.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Howard's letter of the 20th ultimo,‡ enclosing copy of a letter from the India Office regarding certain recurrent expenditure in connexion with medical and hospital treatment for the Police Establishments at Perim.

In reply I am to request you to inform the Secretary of State for the Colonies that in the circumstances represented My Lords sanction payment from Imperial funds of a contribution of Rs. 35 *per mensem* as the share of His Majesty's Government in respect of the Temporary Armed Police Force towards the honorarium which it is proposed to pay to Dr. King, the Medical Officer of the Perim Coal Company, who is the only medical officer available for attendance on the Police establishments on the Island; this authority to continue until such time as the permanent arrangements for the Armed Police come into operation, after which the fixed British contribution of £8,000 would be held to cover this item.

I am, &c.,
R. R. SCOTT.

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*No. 109. † No. 15 in Middle East No. 22. ‡ No. 110.

C. 79287/30 [No. 10A].

No. 112.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 113.]

SIR, Downing Street, 18th March, 1930.

WITH reference to the India Office letter of the 8th of February,* regarding certain recurrent expenditure in connexion with the medical and hospital treatment for the Police Establishments at Perim, I am directed by Lord Passfield to request you to inform Mr. Secretary Benn that in the circumstances represented, he agrees to the payment from Imperial funds of a contribution of Rs.35 *per mensem* as the share of His Majesty's Government in respect of the Temporary Armed Police Force, towards the honorarium which it is proposed to pay to Dr. King, Medical Officer of the Perim Coal Company, on the understanding that, when the permanent arrangements for policing the Island come into operation, the fixed British contribution of £8,000 will be held to cover this item.

I am, &c.,
O. G. R. WILLIAMS.

C. 79287/30 [No. 13].

No. 113.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 26th March, 1930.

IN reply to Mr. Williams' letter of the 18th March,† I am directed by the Secretary of State for India to inform you that he agrees that the fixed British contribution of £8,000 will be held to cover the contribution of Rs. 35 *per mensem* in respect of the Temporary Armed Police Force, once the permanent arrangements for policing the Island of Perim come into operation.

I am, &c.,
J. C. WALTON.

B. KAMARAN.

ITALIAN ATTITUDE IN CONNEXION WITH POLICE ARRANGEMENTS.

C. 79269/30 [No. 1].

No. 114.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 115.]

SIR, Foreign Office, S.W.1, 13th January, 1930.

WITH reference to the letter from this Department of the 9th October last,‡ I am directed by Mr. Secretary Henderson to transmit to you the accompanying copy of a despatch from His Majesty's Ambassador at Rome enclosing copies of correspondence with the Italian Ministry of Foreign Affairs regarding the policing of the Island of Kamaran.

2. Mr. Henderson will be glad to learn whether the Secretary of State for the Colonies agrees with the course proposed in paragraph 4 of Sir G. Graham's despatch.

3. A similar letter is being addressed to the India Office and copies of the correspondence are being sent to the Admiralty, Treasury, and Air Ministry.

I am, &c.,
MONTEAGLE.

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* No. 109. † No. 112. ‡ C. 69297/29 [No. 175] : not printed.

Enclosure in No. 114.

(No. 842.)
(54/20/29.)

SIR, British Embassy. Rome, 20th December, 1929.

WITH reference to the question of the policing of the Island of Kamaran, I have the honour to transmit to you herewith a copy of a note verbale which I addressed to the Italian Ministry of Foreign Affairs on 15th October, in accordance with the instructions contained in your despatch No. 1155 of 7th October,* and the translation of a reply which I have now received from that Ministry.

2. As will be seen, the Ministry of Foreign Affairs have misconstrued my note verbale of 15th October to mean that the policing of Kamaran will be carried out from now onwards by civil police recruited in the Aden Protectorate pending the establishment of a locally-recruited native force.

3. I am disposed to doubt whether, at this juncture, it would be worth while calling the Ministry's attention to this error (which may be disingenuous) especially as Signor Tuozzi, who had always dealt with the question personally, left the Department concerned in September last and, pending the appointment of his successor, the work of the Department is being carried on by a junior official of limited experience. The communication addressed to the Ministry on receipt of your predecessor's despatch No. 780 of 22nd June,† to which you refer, read in conjunction with the informal communication from them summarized in the second paragraph of my despatch No. 125 (54/9/29) of 13th February last,‡ would make it impossible for the Italian Government to suggest later that the position had not been properly represented to them.

4. I am inclined, in all the circumstances, to think that the best course would be to disregard the above error, and, in reply to the Ministry's concluding request, to inform them of the details of the arrangements made when those arrangements are definitely settled and about to be put into force.

I have, &c.,
R. GRAHAM.

The Right Honourable
Arthur Henderson, M.P.,
&c., &c., &c.

Note Verbale.

(No. 404.)
(54/18/29.)

His Britannic Majesty's Embassy present their compliments to the Royal Ministry of Foreign Affairs and, with reference to the Ministry's Pro-Memoria No. 234766/160 of 11th July; and to previous correspondence regarding the question of the proposed police forces at Kamaran, have the honour, under instructions from His Britannic Majesty's Principal Secretary of State for Foreign Affairs, to inform the Ministry that His Britannic Majesty's Government have carefully considered the proposal of the Royal Italian Government to collaborate in the maintenance of order in this Island by the despatch of a small detachment of Askari, but that they much regret that, owing to various administrative and practical objections, they do not see their way to agree to it.

2. His Britannic Majesty's Embassy are, however, instructed to state that steps have now been taken to overcome the technical difficulties which have hitherto delayed the arrangements for the establishment in the Island of locally recruited native police, and that the policing will in future be carried out, not by regular forces or by Levies, but by civil police recruited in the Aden Protectorate.

3. The Royal Ministry of Foreign Affairs will doubtless recall that this proposal was first brought to their notice in the Embassy's note verbale No. 141 (56/4/28) of 24th April, 1928, and that they agreed to it in their note verbale No. 226425/91 of 18th May, of that year.

British Embassy,
Rome,
15th October, 1929.

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* No. 344 in Middle East No. 22. † Not printed ‡ Enclosure in No 330 in Middle East No. 22.

Note Verbale.

(Translation.)
No. 261092/280.

THE Royal Ministry of Foreign Affairs have the honour to acknowledge the receipt of note verbale No. 404 (54/18/29) of 15th October last, in which His Britannic Majesty's Embassy informed them that steps were now being taken to overcome the technical difficulties which have hitherto delayed the agreements necessary for the establishment in the Island of Kamaran of locally-recruited native police, and that in the meantime the policing will be carried out from now onwards, not by regular forces or by levies, but by civil police recruited in the Aden Protectorate.

The Ministry of Foreign Affairs, while expressing their thanks for this communication, would be grateful to His Britannic Majesty's Embassy if they would be good enough to inform them as soon as possible of the steps referred to above and of the way in which the service in question will be organized in Kamaran.

Ministry of Foreign Affairs,
Rome,
10th December, 1929.

C. 79269/30 [No. 2].

No. 115.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 117.]

SIR, Downing Street, 22nd January, 1930.

I AM directed by Lord Passfield to refer to the Lord Monteagle's letter of the 13th January,* regarding the policing of the Island of Kamaran.

2. It is observed that in the despatch from the Secretary of State for Foreign Affairs to His Majesty's Ambassador at Rome, No. 1155 of the 7th October, 1929,† it is stated that steps have now been taken to overcome the technical difficulties which have hitherto delayed the arrangements for the establishment in the Island of locally recruited native police; and that the policing of the Island will in future be carried out not by regular forces or by levies, but by civil police recruited in the Aden Protectorate.

3. While it is true that agreement has been reached between His Majesty's Government and the Government of India with a view to the recruitment of a local police force (*i.e.*, a force recruited in Aden) I am to point out that owing to the difficulty experienced in obtaining suitable officers to train such a force, recruitment has not yet actually commenced, and that in any case owing to the necessity of recruiting and training the new force it is anticipated that a period of at least a year and probably more must necessarily elapse before the temporary arrangements at present in force can be replaced in their entirety by the permanent scheme foreshadowed in the correspondence mentioned above.

4. The question of the instructions to be given to His Majesty's Ambassador at Rome is of course entirely within Mr. Secretary Henderson's discretion; but Lord Passfield is disposed to suggest that it might be advisable to inform Sir R. Graham of the exact position of the police arrangements in Kamaran, and to request him, on the appointment of a new head of the Italian Ministry of Foreign Affairs at once to take steps to correct the erroneous impression which, as reported in his despatch No. 842 of the 20th December,‡ the Italian Government have obtained as to the present position of affairs, and to give the further explanation set out above.

5. A copy of this letter is being sent to the India Office, Air Ministry, Treasury, and Admiralty.

I am, &c.,
A. J. DAWE.

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* No. 114. † No. 344 in Middle East No. 22. ‡ Enclosure in No. 114.

C. 79269/30 [No. 7].

No. 116.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 10th February, 1930.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the Foreign Office on the subject of the policing of Kamaran.

Reference to previous correspondence: Letter from the India Office of the 30th May, 1929.

Copy also send to Admiralty, Air Ministry, and Treasury.

Enclosure in No. 116.

India Office, Whitehall,
London, S.W.1, 7th February, 1930.

SIR,

IN reply to Lord Monteagle's letter of the 13th January in regard to the policing of the Island of Kamaran, I am directed by the Secretary of State for India to say that he is in general agreement with the views expressed on this matter in the Colonial Office letter to the Foreign Office of the 22nd January.*

Copies of this letter are being sent to the Colonial Office, Admiralty, Treasury, and Air Ministry.

I am, &c.,
J. C. WALTON.

The Under-Secretary of State,
Foreign Office.

C. 79269/30 [No. 8].

No. 117.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copies of a despatch to His Majesty's Representative at Rome, on the subject of the policing of Island of Kamaran.

Foreign Office,
19th February, 1930.

Reference to previous correspondence: Colonial Office letter of 22nd January, 1930.*

Similar letter sent to India Office, Air Ministry, Admiralty, and Treasury.

Enclosure in No. 117.

(No. 193.)

Foreign Office, S.W.1, 15th February, 1930.

WITH reference to Your Excellency's despatch No. 842 (53/20/29) of 20th December, regarding the policing of the Island of Kamaran, I transmit to you the accompanying copies of letters from the Colonial Office and India Office on this subject.

2. In view of the length of time which may elapse before the permanent scheme for policing the Island, outlined in my despatch No. 1155 of 7th October, can take effect, I consider it desirable that the position, as revealed in the Colonial Office letter of 22nd January, should be explained to the Italian Government. The opportunity might also be taken to correct the misapprehension on the part of the Italian Government in regard to the method of recruiting the new police, mentioned in paragraph 2

* No 115.

of your despatch under reference. I am, however, prepared to leave the time and manner of making this communication to the Italian Government entirely to your discretion.

I am, &c.
(for the Secretary of State),
MONTEAGLE.

His Excellency,
The Right Honourable
Sir Ronald Graham, G.C.M.G., G.C.V.O.,
&c., &c., &c.,
Rome.

C. 79269/30 [No. 9].

No. 118.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copies of a despatch from His Majesty's Representative, Rome, on the subject of the policing of Island of Kamaran.

Foreign Office,
10th March, 1930.

Reference to previous correspondence: Foreign Office letter of 19th February, 1930.*

Similar letter sent to India Office, Admiralty, Air Ministry, and Treasury.

Enclosure in No. 118.

(No. 155.)
(193/4/30.)

British Embassy, Rome, 28th February, 1930.

SIR,

I HAVE the honour to report that on the receipt of your despatch No. 193 of 15th February, on the subject of the policing of the Island of Kamaran, I instructed a member of my staff to deliver a note verbale in the sense of your instructions at the Ministry of Foreign Affairs and at the same time to endeavour to allay any suspicions that might appear to be inspired in the minds of the Italian authorities by this correction or their misapprehension in regard to the method of recruiting the police.

2. Signor Guariglia, to whom the note verbale was delivered, displayed no signs of concern, and I enclose herewith a copy of my note verbale and a translation of the reply which he has returned with remarkable promptness.

I have, &c.,
R. GRAHAM.

The Right Honourable
Arthur Henderson, M.P.,
&c., &c., &c.

Note Verbale.

(No. 64.)
(193/2/30.)

HIS Britannic Majesty's Embassy have the honour to inform the Royal Ministry of Foreign Affairs that they duly communicated to His Britannic Majesty's Government the contents of the Royal Ministry's note verbale 261092/280 of 10th December, on the subject of the policing of the Island of Kamaran.

2. His Britannic Majesty's Embassy are now instructed in reply to invite the Royal Ministry's attention to a small error of translation in the above note verbale. In His Britannic Majesty's Embassy's note verbale No. 404 of 15th October, paragraph 2, by the descriptions "locally recruited native police" and the "civil police

* No. 117.

recruited in the Aden Protectorate " were meant, as in the earlier correspondence on the subject, one and the same body. The Royal Ministry's note verbale in answer, however, has interpreted the above words in a different sense, namely, to mean that " locally recruited native police " will in due course be established in the Island and that in the interval, from now onwards, the policing will be carried out by another body, that is to say, " civil police recruited in the Aden Protectorate." In this connexion His Britannic Majesty's Embassy have the honour to invite the Royal Ministry's attention to the previous notes verbale exchanged and in particular to the last paragraph of the latter's note verbale 207369/38 of 11th February, which makes the position clear.

3. His Britannic Majesty's Embassy are in conclusion instructed to confirm what was stated in their note verbale No. 404, namely, that steps have now been taken by His Britannic Majesty's Government to overcome the technical difficulties which have hitherto delayed the arrangements for the establishment in the Island of locally recruited native police (namely, a force recruited in Aden) and that that force will in future be responsible for policing the Island.

4 The exact date, however, on which the force will be able to take over its duties cannot yet be precisely fixed, for reasons which His Britannic Majesty's Government are confident that the Royal Ministry will readily appreciate. His Britannic Majesty's Government are finding difficulty in obtaining suitable officers for such a force, and the latter must then be recruited and trained. In these circumstances His Britannic Majesty's Government anticipate that at least a year, and possibly more, must necessarily elapse before the temporary arrangements at present in force can be replaced in their entirety by the scheme referred to above.

British Embassy,
Rome.
25th February, 1930.

Note Verbale.

(Translation.)
(206334/32.)

THE Royal Ministry of Foreign Affairs have the honour to acknowledge receipt of note verbale No. 64 (193/2/30) of 25th February last, in which His Britannic Majesty's Embassy, in rectification of the translation given by the Royal Ministry of paragraph 2 of the Embassy's previous note verbale No. 404 (54/18/29) of 15th October, 1929, relative to the police service in the Island of Kamaran, have confirmed that steps have now been initiated by the British Government to overcome the technical difficulties which have hitherto delayed the arrangements for the establishment in the Island of a force of police locally recruited (that is to say, precisely speaking, a force recruited in Aden), and to which will be entrusted in the future the maintenance of order in the Island.

The Royal Ministry of Foreign Affairs thank His Britannic Majesty's Embassy for this courteous communication.

Rome, 27th February, 1930. VIII.

C. PROTECTORATE AFFAIRS.

1. RELATIONS WITH PROTECTORATE CHIEFS—RECOGNITION OF CHIEFS, LAHEJ CONFERENCE, &c.

C. 69271/29 [No. 1].

No. 119.

AIR MINISTRY to COLONIAL OFFICE.

(Secret.)

SIR, Air Ministry, London, W.C.2, 22nd January, 1929.

I AM commanded by the Air Council to inform you that they have had under consideration your letter of 6th December,* enclosing a copy of a letter addressed to the Foreign Office and India Office on the procedure to be followed as regards the

* C. 59271/28 [No. 6]: not printed.

recognition of new Chiefs upon their succession; also your letter of 10th December,* forwarding a copy of despatch No. 204 dated 1st November, 1928,† from the Resident at Aden, which conveyed the substance of an answer given by him to Sheikh Ahmed Fatini in response to an appeal for assistance against the Imam.

The Air Council have no observations to offer upon the action taken or proposed in the above letters, but they desire to lay before Mr. Secretary Amery certain considerations touching the general attitude of His Majesty's Government in its relationships with the minor chiefs in the Aden Protectorate and the sphere of influence beyond it. These considerations are primarily political, but they have direct bearing upon our military commitments.

The Air Council's view is that in general it is desirable to avoid, so far as possible, entering into new treaty relationships with these chiefs, and that when support or recognition for them is deemed to be advantageous, it is preferable that it should be afforded not by subsidies as such, but by payments for services to be rendered in the way of maintaining emergency landing grounds or keeping roads in repair. The amount of work thereby imposed on the chiefs would be small, and to the chiefs themselves the immediate effect would be much the same as the payment of a subsidy based on a specific treaty relationship. From the point of view, however, of His Majesty's Government, the arrangement would, it is suggested, have the advantage of minimizing the obligations of His Majesty's Government to support a particular chief if, owing to external aggression or other causes, he became unable to carry out his part of the undertaking, and of avoiding the implication which has sometimes arisen that the honour of His Majesty's Government is engaged to protect any minor Ruler to whom a treaty has been extended at some past time.

The Air Council suggest that the adoption of this policy whenever practicable is in general more consistent with that " fluidity " of political groupings in south-western Arabia which the Colonial Office consider to be endemic to conditions in that area (*vide* paragraph 13 of C.I.D. Memorandum 748-B, October, 1926). The Air Council's suggestion is, in short, that so far as possible any new engagements with chiefs should be on the basis of the third category of those set out in C.P. 231 (27) (Aden Hinterland: Obligations to Tribes) where the stipend is granted in exchange for the protection of trade routes and not on the basis of the first and second categories which provided for treaties of peace and friendship.

A copy of this letter has been sent to the Foreign Office.

I am, &c.,
J. A. WEBSTER.

C. 69271/29 [No. 2].

No. 120.

THE SECRETARY OF STATE to THE RESIDENT.

(Secret.)

SIR, Downing Street, 31st January, 1929.

I HAVE the honour to transmit to you, the accompanying copy of a letter‡ from the Air Ministry on the subject of the treaty relations between His Majesty's Government and the tribes of the Aden Protectorate.

2. You will recollect that in his memorandum on the Aden Protectorate, which was submitted with his Report on his Mission to the Imam, Sir G. Clayton recommended that the Protectorate Treaties and our past relations with the various Protectorate tribes should be carefully reviewed. I observe from the last paragraph of your Confidential despatch No. 222 of the 28th of November, 1928,§ that you have in view certain arrangements in regard to the organization of the Protectorate; and I assume that the question of the treaty relations with the tribes is one of the points to which you are giving attention. In framing the recommendations which I understand from your despatch that you propose to submit to me, you should take full account of the suggestions made by the Air Council in their present letter.

3. I should explain that the " third category " of engagements, to which reference is made in the fourth paragraph of the Air Council's letter, is confined to instruments in which provision is made merely for the protection of trade routes in return for a stipend. The existing agreements of this character appear to be those entered into with the Kotaibi in 1915, and with the Mansuri Makhdumi, and Rajai

* C. 59307/28 [No. 20]: not printed. † C. 59307/28 [No. 17]: not printed.
‡ No. 119 § C. 59323/28 [No. 16]: not printed.

sections of the Subaihi in 1871. The two other categories, as enumerated in the document cited by the Air Council, comprise (1) those treaties which contain a provision extending the gracious favour and protection of His Majesty to the territory of the ruler, in return for an undertaking by the ruler to refrain from correspondence or treaty relations with any foreign power, and from ceding, leasing, or mortgaging territory to a foreign power; and (2) treaties of peace and friendship which, in addition to the foregoing provisions, provide also for the protection of trade routes in return for a stipend. The treaties with the Alawi and Haushabi (1895), among others, belong to category (1); those concluded in 1903 with the various sections of the Upper Yaffa are examples of category (2).

I have, &c.,
L. S. AMERY.

C. 69271/29 [No. 7].

No. 121.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 7th February, 1929.

WITH further reference to Colonial Office letter of the 6th December,* I am directed by the Secretary of State for India to forward, for the information of Mr. Secretary Amery, copy of telegraphic correspondence with the Government of India on Sir Stewart Symes's proposal that the Resident at Aden should be empowered to accord recognition to the successions of new Chiefs and to authorize payment of their stipends, a report being submitted in each case to the Colonial Office for information, and to say that Viscount Peel agrees with the views expressed by the Government of India.

Copy of this letter is being sent to the Foreign Office, Air Ministry, Admiralty, and Treasury.

I am, &c.,
J. C. WALTON.

Enclosure 1 in No. 121.

SECRETARY OF STATE FOR INDIA TO VICEROY.

(Sent 8th January, 1929.)

TELEGRAM.

95. FOREIGN and Political Department. Please see Colonial Office letter dated 6th December copy by mail of 13th December. Colonial Office would be glad to have any observations which you may be able to offer on Symes's proposal in light of your experience.

Enclosure 2 in No. 121.

VICEROY, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Received 8.6 p.m., 27th January, 1929.)

TELEGRAM.

373 S. 27TH JANUARY. Your telegram No. 95, 8th January, Aden. Our experience suggests Resident might well be empowered to accord recognition of the succession on the understanding that any really doubtful or extraordinary cases were still referred to His Majesty's Government.

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* C. 59271/28 [No. 4]: not printed.

C. 69271/29 [No. 8].

No. 122.

THE SECRETARY OF STATE to THE RESIDENT.

(No. 22.)

SIR, Downing Street, 30th May, 1929.

WITH reference to the concluding paragraph of your despatch No. 209 of the 7th of November,* I have the honour to inform you that I approve your proposal that the Resident at Aden should be empowered to accord recognition to Protectorate Chiefs and to authorize payments of stipends in all cases of succession without prior reference to the Secretary of State for the Colonies for instructions, on the understanding that any doubtful or extraordinary cases will be submitted for prior consideration, and that a report will be forwarded in every instance in which a succession is approved.

2. You have no doubt given consideration, in connexion with your recent discussions with the Protectorate Chiefs, to the subject of the treaty relations between His Majesty's Government and the Protectorate tribes on which I have already addressed you by separate despatch, and I should be glad to be furnished with an expression of your views on this matter when you feel that you are in a position to make any definite proposals.

I have, &c.,
L. S. AMERY.

C. 79276/30 [No. 7].

No. 123.

THE SECRETARY OF STATE to THE RESIDENT.

[*Answered by No.* 124.]

(Secret.)

SIR, Downing Street, 20th February, 1930.

I HAVE the honour to acknowledge the receipt of Sir Stewart Symes' Secret despatch No. 223 of the 18th December, 1929,† regarding future policy in the Aden Protectorate. I have read this despatch with great interest, and have caused copies of it to be communicated to the Foreign Office, India Office, and Air Ministry.

2. I approve the proposal, contained in the seventh paragraph of the despatch, to notify the Chiefs of the Upper Yafa tribe that their treaties will be annulled within two years, and that the replacement of them afterwards by a single instrument will then be considered. I note that a draft of such an instrument will be submitted for my approval in due course.

I have, &c.,
PASSFIELD.

C. 79276/30 [No. 11].

No. 124.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 22nd April, 1930.)

[*Answered by Nos.* 125 *and* 128.]

(Secret.)
(No. 75.)

MY LORD, The Residency, Aden, 9th April, 1930.

I HAVE the honour to refer to Your Lordship's despatch Secret of the 20th of February,‡ and to submit for consideration the draft of a new treaty to be concluded, after negotiation, with Chiefs of the Upper Yafa tribe.

2. Apart from formal innovations, this draft would substitute a collective engagement by the Chiefs for their individual undertakings in the several existing treaties, and associates this engagement with the execution of inter-tribal obligations imposed by the Lahej Pact (see my despatch dated 10th April, 1929§). It abolishes

* C. 59271/28 [No. 1]: not printed. † No. 351A in Middle East No. 22.
‡ No. 123. § No. 348 in Middle East No. 22.

payments of fixed stipends for general services. It defines the practice of " gracious favour and protection " as meaning political support, military aid of native opposition to foreign aggression, and discretionary grants of money (for native services) for the maintenance of public security and communications. In indicates procedure for future amendment or abrogation of the treaty.

3. I apprehend that several features of the new draft treaty—notably the abolition of stipends to individuals—will not prove readily acceptable by the Chiefs, and need for cautious negotiation is imposed by the undesirability of giving an impression to them and others that we are about to repudiate all serious concern with their future welfare. I propose, therefore, to defer announcement respecting the abrogation of existing treaties and of the terms of an instrument to replace them until after my return from leave next autumn when I shall hope to have received Your Lordship's instructions and to have opportunity to meet and discuss matters personally with as many as possible of the Chiefs concerned.

I have, &c.,
G. S. SYMES,
Resident, &c.

Enclosure in No. 124.

DRAFT TREATY.

WE Chiefs of Upper Yafa on behalf of ourselves individually and jointly and of our heirs and successors and of our tribesmen,

Being desirous of preserving our unity and freedom and of retaining the gracious Favour and Protection of His Britannic Majesty's Government,

Agree together and affirm that

1. We will resist all attempts by any Foreign Power to interfere with our tribal affairs or to occupy our territory,
2. We will maintain friendly communications and peaceful relations with the British Government and will protect its subjects and all peaceful travellers in our territory,
3. We adhere to the purposes of the Lahej Pact of 6th April, 1929, and will conform with all its engagements.

And I ..... duly authorized thereto by His Britannic Majesty's Government

Agree that

1. There shall be peace and friendship between His Britannic Majesty's Government and the Upper Yafa tribe.
2. His Britannic Majesty's Government will give political support and in case of need military assistance to the tribe against aggression by a Foreign Power.
3. His Britannic Majesty's Government will grant monetary assistance as may be necessary towards the cost of tribal measures for the military protection of the territory from foreign attack and for the maintenance of public security and safe communications with Aden.

The above treaty supersedes all previous treaties with individual Chiefs of the Upper Yafa tribe and shall have effect from this date. It shall remain in effect and shall not be liable to change by either party unless formal notification of an amendment shall have been made by the one to the other party at least 12 months beforehand.

In witness thereof the undersigned have affixed their signatures or seals at .....this.....day of....., 193 . .

C. 79276/30 [No. 20].

No. 125.

THE SECRETARY OF STATE to THE ACTING RESIDENT

[*Answered by No.* 126.]

(Secret.)

SIR, Downing Street, 30th July, 1930.

I HAVE the honour to refer to Sir S. Symes's Secret despatch of 9th April, 1930,* submitting for consideration the draft of a proposed new treaty with the Upper Yafa Chiefs.

2. I caused copies of the draft treaty, together with Sir S. Symes's covering despatch to be referred to the Foreign Office, India Office, and Air Ministry with the request that I might be furnished with their observations and replies from these Departments containing their views on the subject have now been received.

3. The Secretary of State for Foreign Affairs observes that, since the circumstances of the case appear to make it impossible to cast the proposed treaty in the normal form, he does not wish to do more than suggest the adoption of certain minor modifications, viz. :—

(*a*) the addition at the end of paragraph 2 of the draft treaty, after the words " retaining the gracious Favour and Protection of His Britannic Majesty's Government " of the words " in the United Kingdom ";

(*b*) in sub-paragraph 2 of paragraph 3, the substitution for the words " peaceful relations with the British Government " of the words " peaceful relations with His Majesty's Government ";

(*c*) the omission except in the passage quoted under (*a*) above, of the word " Britannic " from the phrase " His Britannic Majesty's Government," wherever this phrase occurs in the draft submitted by the Resident. A copy of the draft treaty, with these amendments incorporated, is annexed.

4. The Secretary of State for India has suggested that the question may deserve consideration whether there is not danger that the phrase " maintenance of public security " in paragraph 3 of the British undertaking in the draft treaty would involve His Majesty's Government in liability for monetary assistance to a Chief whose tribesmen rose against him. Subject to this, and to the amendments proposed by the Secretary of State for Foreign Affairs already mentioned, Mr. Benn had no observations to offer on the form of the draft, but on the general question of policy he had thought it desirable to ascertain whether the Government of India, in view of their past experience in the Aden hinterland, desired to offer any further comment.

5. In answer to the inquiry made, the Viceroy on behalf of his Government stated that, though speaking with diffidence in view of the many years which had elapsed since they had had any dealings with the Aden hinterland, they ventured to make certain remarks since the problems which the Aden Resident was seeking to grapple appeared not altogether unlike those with which they were familiar in parts of the North-Western Frontier Province. The Viceroy observed (1) that Sir Stewart Symes was no doubt satisfied that the proposed annulment of individual treaties with sectional Chiefs would not be regarded by these and by tribes generally as a breach of the Lahej Pact, by which the existing treaties were expressly guaranteed and (2) that, while they wished Sir S. Symes all success and would watch his experiment with interest, their own experience made them doubt whether cohesion could be forced upon tribes like the Al Yafa from without, except by considerably greater measure of interference in their internal affairs than would be convenient to exercise or could be obtained by subsidies only. Mr. Benn had no remarks to offer in regard to the second of these two points, but, in respect of the first point, observed that he understood that Sir Stewart Symes proposed to proceed slowly and that the new treaty was only to be concluded after cautious negotiation and after personal discussion with as many as possible of the Chiefs concerned: also that the Resident will no doubt have fully before him the undesirability of taking any action which the Chiefs concerned of the tribes of the Aden hinterland generally might regard as constituting a breach of the Lahej Pact.

6. The Air Council concurred in the terms of the proposed treaty which they considered would tend to promote cohesion among the tribes of the Upper Yafa and stiffen their resistance to incursions from the Yemen. They considered also that the abolition of fixed stipends and the substitution of discretionary grants for the definite services rendered would possess many advantages. The Air Council assumed, however, that among the services ranking for such grants under paragraph 3 of the second part

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* No. 124.

of the Treaty will be the construction and maintenance of roads and landing grounds as proposed in Air Ministry letters of 22nd January, 1929,* and 8th March, 1929,† copies of which were enclosed in my Secret despatch of 31st January, 1929,‡ and 21st March, 1929,§ respectively.

7. I have no additional comments in particular to offer from the point of view of this Department and I approve of your proposals generally. I should be glad, however, if Sir S. Symes would consider the various criticisms and suggestions offered by the other Departments already mentioned and furnish me with his observations thereon and would request that the proposed treaty should not be finally concluded until I have considered these observations and addressed a further despatch to Sir S. Symes upon the subject.

I have, &c.,
PASSFIELD

Enclosure in No. 125

DRAFT TREATY.

WE Chiefs of Upper Yafa on behalf of ourselves individually and jointly and of our heirs and successors and of our tribesmen,

Being desirous of preserving our unity and freedom and of retaining the gracious Favour and Protection of His Britannic Majesty's Government in the United Kingdom,

Agree together and affirm that

1. We will resist all attempts by any Foreign Power to interfere with our tribal affairs or to occupy our territory.
2. We will maintain friendly communications and peaceful relations with His Majesty's Government and will protect its subjects and all peaceful travellers in our territory.
3. We adhere to the purposes of the Lahej Pact of 6th April, 1929, and will conform with all its engagements.

And I ..... duly authorized thereto by His Majesty's Government

Agree that

1. There shall be peace and friendship between His Majesty's Government and the Upper Yafa tribe.
2. His Majesty's Government will give political support and in cases of need military assistance to the tribe against aggression by a Foreign Power.
3. His Majesty's Government will grant monetary assistance as may be necessary towards the cost of tribal measures for the military protection of the territory from foreign attack and for the maintenance of public security and safe communications with Aden.

The above treaty supersedes all previous treaties with individual Chiefs of the Upper Yafa tribe and shall have effect from this date. It shall remain in effect and shall not be liable to change by either party unless formal notification of an amendment shall have been made by the one to the other party at least 12 months beforehand.

In witness thereof the undersigned have affixed their signatures or seals at .....the.....day of....., 193 .

C. 79276/30 [No. 24].

No. 126.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 27th October, 1930.)

[*Answered by No.* 128.]

(Secret.)
(No. 213.)

MY LORD, The Residency, Aden, 15th October, 1930.

I HAVE the honour to refer to Your Lordship's despatch dated the 30th of July,‖ on the subject of a proposed new treaty with the Upper Yafa Chiefs,

* No. 119. † C. 69289/29 [No. 7]: not printed. ‡ No. 120.
§ No. 347 in Middle East No. 22. ‖ No. 125.

2. The formal amendments required by the Secretary of State for Foreign Affairs have been made in the revised draft of the treaty.

3. The suggestion of the Secretary of State for India that the phrase "maintenance of public security" in paragraph 3 of the draft might involve an undesirable commitment has force. With Your Lordship's consent I propose to amend this paragraph to read:—

"His Majesty's Government . . . . . foreign attack and *for improvement of communications with Aden.*"

With regard to the Viceroy's observations—

(1) the suggestion that existing treaties were expressly guaranteed by the Lahej Pact requires qualification. As Your Lordship is aware the insertion in Clause 1 of reference to these treaties was due to insistence by the Chiefs themselves. Its effect is to make their military co-operation with His Majesty's Government conditional on the maintenance of the treaties, but it does not affect the obligation of inter-tribal co-operation which was the primary object of the Pact. A purpose of the new treaty with the Upper Yafa Chiefs is, by promoting tribal solidarity, the better to secure fulfilment of this primary object; and this as well as the obligation (not expressly mentioned) of military co-operation are clearly implicit in the terms of the treaty This will have to be explained to those Upper Yafa Chiefs (and others) who subscribed to the Pact and who will be required to become signatories of the treaty.

As regards (2)—the practical difficulties—I am fully alive to the need for cautious negotiation, the more so as, contrary to our hopes, the prospect of a satisfactory settlement with the Imam is still very uncertain.

5. The Air Council's assumption that grants for the making of roads and landing grounds could be comprised with benefits promised by paragraph 3 of the second part of the treaty is correct in principle. I am, however, advised that the mountainous nature of the Upper Yafa territory precludes the likelihood of any landing ground being established there presently.

6. I would ask that, if possible, Your Lordship's final instructions respecting the draft of the proposed treaty might be communicated to me before the middle of December next when I have invited the principal Chiefs, signatories of the Pact, to meet me again at Lahej. I hope that most of the Upper Yafa Chiefs will attend this—second—Conference, and should like to take that opportunity of discussing with them their future treaty relations. Unless I can warn them that their present individual treaties may be moribund they will certainly refuse to discuss a new treaty on the lines now proposed This discussion alone may reveal whether their fear of the Imam can outweigh their objections to the proposals for a collective engagement and suppression of their stipends.

7. I have sent a copy of this despatch to the Foreign and Political Department of the Government of India.

I have, &c.,
G. S. SYMES,
Resident, &c

C. 79276/30 [No. 28].

No. 127.

THE RESIDENT to THE SECRETARY OF STATE

(Received 9.10 a.m., 26th November, 1930.)

TELEGRAM.

[*Answered by No.* 128.]

(Paraphrase.)

26TH NOVEMBER. As regards my despatch Secret of 15th October.*

As Conference, in which a number of Chiefs from Upper Yafa are expected to take part, will be held at Lahej during week commencing 8th December, I would appreciate telegraphic instructions as to my proposed amendment of new draft treaty. End of Message.

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* No. 126.

C. 79276/30 [No. 30].

No. 128.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 8.30 p.m., 28th November, 1930.)

TELEGRAM.

(Paraphrase.)

No. 43. YOUR telegram of 26th November.* Treaty with Upper Yafa Chiefs. Subject to formal amendments mentioned in paragraph 2 and further amendment suggested in paragraph 3 of your Secret despatch of 15th October,† I approve draft submitted in your despatch Secret of 9th April.‡—PASSFIELD.

C. 79276/30 [No. 31].

No. 129.

THE SECRETARY OF STATE to THE RESIDENT.

[*Answered by No.* 131.]

(Secret.)

SIR, Downing Street, 1st December, 1930.

WITH reference to your telegram of the 26th November, 1930,* I have the honour to confirm my telegram No. 43 of the 28th November, 1930,§ in which I conveyed to you my approval of a new treaty being concluded with the Upper Yafa Chiefs, on the lines of the draft treaty submitted in your despatch No. 75, Secret, of the 9th April, 1930,‡ subject to the formal amendments mentioned in paragraph 2 and the further amendment suggested in paragraph 3 of your despatch No. 213, Secret, of the 15th October, 1930.†

I have, &c.,
PASSFIELD.

C. 79276/30 [No. 36].

No. 130.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 29th December, 1930.)

[*Answered by No.* 132.]

(Confidential.)
(No. 254.)

MY LORD, The Residency, Aden, 17th December, 1930.

I HAVE the honour to report that a meeting of Chiefs from the Protectorate was organized at Lahej during the week beginning on Monday, the 8th instant. The proceedings were similar to those reported in my despatch No. 57, dated 10th April, 1929,‖ and all Chiefs mentioned in that despatch were present with, in addition, Chiefs from the Audhali, Aulaqi, and Aqrabi tribes. Thus the meeting was fully representative of the western part of this Protectorate.

2. I enclose a copy of my address to the Chiefs at their Session on the 9th instant. Opportunities occurred during the week for discussions about, *inter alia*, frontier intelligence and protection, tolls and public security on the caravan routes, entertainment of subordinate Chiefs and the education of their sons at Aden. There were also meetings between interested parties with a neutral chairman—either the Sultan of Lahej or a British political officer—to discuss a number of inter-tribal disputes which are or are likely to be causes of disorder. While these debates were usually conducted in a sensible way it was evident in several instances that a final settlement would be difficult to obtain immediately and without the exercise of compulsion in some form. This difficulty is indeed inherent in the political conditions of the Protectorate; in the pseudo-independent status of the Chiefs, and in our policy of avoiding administrative acts. It would seem that we have reached a new phase in our relations with the Chiefs. We have retained their goodwill. We have secured their, certainly more than nominal, acceptance of the principles of mutual

* No. 127. † No. 126. ‡ No. 124. § No. 128
‖ No. 348 in Middle East No. 22.

co-operation and peaceful relations. But the problem of how to translate these principles into practice in every case requires to be solved. Shortly it resolves itself into the questions of how and by whom compulsion may be exerted against a refractory tribal unit. Bombing by our airplanes, which, it is now realized, can be used effectually, must clearly be a last, and very rare resort. We can exert pressure on an individual Chief or his tribesmen by suspension of stipends and special privileges, by refusing access to Aden and other markets, &c. But a means of compulsion, to bridge the hiatus between stoppage of minor benefits and hostile action by air, may be necessary to deal with certain cases. I have suggested tentatively to several of the leading Chiefs that these—intermediary—means might occasionally be provided by tribal combinations, operating with our consent and support, against a defaulting tribe or section; and experimental action on these lines may be undertaken by the Abdali, Amiri, and Haushabi Chiefs against certain hill-men who have committed offences against public security on the Dhala-Lahej road.

Apart from its evident value in establishing contact and promoting friendly intercourse, perhaps the most satisfactory outcome of this (second) Conference of Chiefs has been the evidences of their recognition of the need for corporate action, and of their readiness to examine means of overcoming the practical difficulties of their situation.

3. The leading Chiefs of the Upper Yafa tribe were present at Lahej but time did not admit of detailed discussion of the matters referred to in your despatch of 1st December, 1930.* I informed them that their existing treaties would be terminated and they have agreed to come to Aden this week to discuss the question of their future relations with Government.

4. As on the last occasion, the Sultan of Lahej made admirable arrangements for the housing and entertainment of the visiting Chiefs and their followers, some 400 in number.

I wish also to express my gratitude for the help given by the Officer Commanding British Forces at Aden in providing transport and escorts, and also for an airplane display which delighted all present at a party in the Sultan's garden at Lahej on the 13th instant.

I have, &c.,
G. S SYMES,
Resident, &c

Enclosure in No. 130.

LAHEJ ADDRESS.

YOUR HIGHNESS AND CHIEFS,

I NEED hardly tell you what a great pleasure it is to me to be present at this, the second, assembly of a number of representative Chiefs from the western part of the Aden Protectorate, and I take this early opportunity to express to Sultan Abd-el-Karim our thanks for having enabled us to meet together under these very pleasant conditions and on Protectorate soil, the proper meeting place, I feel, for Arab Chiefs who are bound together for purposes of mutual co-operation by their Pact signed here 18 months ago and by their treaties with His Majesty's Government.

I should like, with your permission, briefly to mention some of the more important events affecting the Protectorate which have happened since our last conference.

Firstly, as regards Yemen affairs. His Highness the Imam, as you all know, was engaged with a revolt in the Tihama which was not suppressed until last autumn when the principal Zaranik Chiefs tendered their submission. I may mention that applications for assistance made to me by them and other Chiefs were firmly refused, and it was made clear that it is not the policy of His Majesty's Government to interfere in any way with the domestic affairs of the Yemen. His Highness the Imam has also been preoccupied with the local economic situation which, reflecting financial depression all over the world, is still very difficult. More recently, it is reported, he has been concerned with developments in the north where King Ibn Saud has strengthened his control over the Government of Asir. Despite occasional rumours of hostile preparations, there has been no sign of aggressive action directed from Sana'a against any part of the territory under the high protection of His Majesty's

* No. 129.

Government. This, as affording evidence of His Highness's goodwill and recognition of the present state of affairs on the frontiers, is satisfactory.

On the other hand protracted negotiations, conducted by letters between Aden and Sana'a, showed that the Imam was still unwilling to give the clear and absolute assurances for the integrity of districts of Chiefs under British protection which His Majesty's Government, careful of your interests and of their treaty obligations, deemed indispensable. The Imam has been notified that without these assurances His Majesty's Government are not prepared to grant the treaty he desires, and further, while anxious not to disturb present peaceful relations, hold themselves at liberty to take such measures as they may consider necessary to safeguard the territories under their protection. The attention of His Highness was also called to the hostages from the Protectorate, of which a nominal list was sent to him, who are still forcibly detained in the Yemen. It is much to be hoped that the impropriety of retaining these unfortunate persons will now be realized and that they will be allowed to return to their homes.

On the frontiers, a reported threat of Zeidi intrusion into the Beihan region has not matured. Several minor episodes between Yemeni tribesmen and Ahl Shaib, Audhali, Musabein, and Haushabi have caused anxiety. In one or two instances the co-operation of local Yemen officials to prevent the spread of disorders was invited with satisfactory results.

In the Protectorate we have to lament the deaths of two notable Chiefs, Sultan Mansur Bin Ghalib of the Kathiri who died whilst on pilgrimage to the Holy Land and, more recently, of Sultan Munassar Bin Ali of the Lower Aulaqi tribe: also of Shaikh Yaslam Baruweis, an officer of His Majesty's forces at Aden: and of Amir Saleh Sa'd of Dar Al Amir, a trusted lieutenant of the Sultan of Lahej.

For one reason or another I have found it impossible personally to visit as many parts of the Protectorate as I should have liked to, but, during the period, I made journeys by sea to Socotra and Mukalla and also had the pleasure of making an extensive tour of parts of the Fadhli territory and to the residence of Sultan Aidrus at Al Qara.

Officers of the Air Force have made many flights over the Protectorate and have taken photographs which have enabled us to correct our maps and added to our knowledge of the geographical features of the country, especially of the Hadhramaut and Upper Yafa regions. Efforts have been made to establish new landing grounds for use on a new coastal air-route and also to facilitate communication with Chiefs in the Interior.

There have been a number of internal tribal disorders in the Amiri country in July of last year, in the Fadhli country, among the Subehi sections, among the Haushabi and Qotaibi tribesmen. These disturbances in so far as they involve bloodshed and embittered relations are a source of weakness to the tribes concerned and, so far as I can judge, benefit no one. The Arabic proverb that a house divided against itself may become a ruin is clearly applicable to many of these cases.

Of more serious inter-tribal disagreements there is still a regrettably long list which it should be the earnest endeavour of all enlightened and public-spirited Chiefs to reduce in number. Notably, the disputes between the Lower Yafa and sections of the Fadhli tribes, between Fadhli and Haushabi, between Qotaibi and Alawi, between Amiri and Haushabi tribesmen, and between Dhambari and Haushabi are ones which it is in the interests of the tribes concerned and of the territory as a whole to settle with the least possible delay. For this purpose it is required to adopt no new or foreign procedure but the old familiar Arab methods of conference and arbitration between the contending parties. Reliable arbitrators are happily not lacking in the territory—your host, Sultan Abd-el-Karim (of Lahej), has rendered notable services in that capacity—and the influence of Government will always be exerted in favour of a just settlement of difficult issues. But conference and arbitration are ineffective, especially in disputes between different tribes, unless there exists in each tribe a central authority capable of representing the tribe as a whole and commanding the obedience of all its sections. This central authority may be composed of a single Chief or a Council of Chiefs, according to the requirements and traditions of individual tribes, but in the absence of such authority it is very difficult to ensure the proper conduct of internal tribal affairs and to put the relations of a tribe with its neighbours and with the Protecting Power on a satisfactory basis. Fortunately the nucleus of a central authority is present in most of the tribes of this Protectorate. Unfortunately its influence, and yours, has in some cases been weakened by personal jealousies among leaders or dissensions among their tribesmen. These jealousies and dissensions are the direct cause of many of the evils from which you suffer and are, perhaps, the chief

obstacles to the better organization of the territory which is so much to be desired. You have many advantages. An independent status. The goodwill of a great and civilized Power. Aden is at your doors with its modern and well-equipped port and its opportunities for lucrative employment; its markets which are open to all; its hospitals 60 per cent. of whose patients come from the Protectorate and are treated free, and its schools. Important caravan routes pass through your districts. I hope that your attendance here is an earnest of your desire to make a better use of these opportunities and above all to improve the administrations of your districts in order to create that security of life and property and improvement of communications which can provide a basis for increased prosperity in the future. In this endeavour as in all that pertains to the public welfare you can count on my goodwill and personal interest, and I earnestly hope that your meeting and discussions here will have valuable results.

C. 89276/31 [No. 1].

No. 131.

THE RESIDENT to THE SECRETARY OF STATE

(Received 5th January, 1931.)

[*Answered by No.* 137.]

(Confidential.)
(No. 262.)

MY LORD, The Residency, Aden, 24th December, 1930.

I HAVE the honour to refer to Your Lordship's Secret despatch dated the 1st of December, 1930,* and to report that at Aden, on the 18th and 19th instant, I discussed with all treaty Chiefs of the Upper Yafa tribe the question of their future relations with His Majesty's Government.

2. I informed them that their present treaties were considered unsatisfactory and out of date inasmuch as they did not provide for common action by signatory (sectional) Chiefs in respect of the conduct of external affairs of the tribe. His Majesty's Government therefore had decided to rescind them but were willing that they should remain in effect for a period of two years to permit of negotiations for their substitution by a single treaty. I explained to them the purport of the bilateral engagements in the draft attached which comprised the more important provisions of their present treaties, and said that an additional clause would be necessary to cancel these latter and also to provide for future revisions of the new treaty.

3. The Chiefs present, including two non-treaty Chiefs, asked for time to consider the matter and leave to return to their country whence they would send me their reply. Discussion with them was quite friendly. They asked for assurances that certain personal benefits now received by them would not summarily be withdrawn. They seemed to be concerned more with the practical difficulties than with the principle of a collective engagement.

4. I did not show the Chiefs the draft of the penultimate clause quoted in the enclosure with my despatch No 75 of the 9th of April.† From preliminary conversation with them at Lahej I inferred that provision for an early revision of the treaty would, in their present frame of mind, suggest lack of permanency—and so, from their standpoint, of security—in the new treaty arrangements. Mindful of this, and subject to Your Lordship's consent, I propose to amend the draft of this clause as under:—

> "The above treaty supersedes all previous treaties with individual Chiefs of the Upper Yafa tribe and shall have effect from this date. It shall remain in effect and shall not be liable to change by either party for a period of five years and provided that a formal notice of an amendment shall have been made by the one to the other party not less than six months before the end of the period. In the absence of formal notice of amendment the treaty shall be renewed without change for further periods of five years each subject to the same provision for formal notice before the end of each period"

I have, &c.,
G. S SYMES,
Resident, &c

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* No. 129 † No. 124.

Enclosure in No. 131.

DRAFT TREATY.

We Chiefs of Upper Yafa on behalf of ourselves individually and jointly and of our heirs and successors and of our tribesmen.

Being desirous of preserving our unity and freedom and of retaining the gracious Favour and Protection of His Britannic Majesty's Government in the United Kingdom,

Agree together and affirm that—

1. We will resist all attempts by any Foreign Power to interfere with our tribal affairs or to occupy our territory,
2. We will maintain friendly communications and peaceful relations with His Majesty's Government and will protect its subjects and all peaceful travellers in our territory,
3. We adhere to the purposes of the Lahej Pact of 6th April, 1929, and will conform with all its engagements.

AND I .....
duly authorized thereto by His Majesty's Government

Agree that—

1. There shall be peace and friendship between His Majesty's Government and the Upper Yafa tribe,
2. His Majesty's Government will give political support and in cases of need military assistance to the tribe against aggression by a Foreign Power.
3. His Majesty's Government will grant monetary assistance as may be necessary towards the cost of tribal measures for the military protection of the territory from foreign attack and for improvement of communications with Aden.

C. 79276/30 [No. 38].

No. 132.

THE SECRETARY OF STATE to THE RESIDENT.

(Confidential.)

SIR, Downing Street, 27th January, 1931.

I HAVE the honour to acknowledge the receipt of your Confidential despatch No. 254 of the 17th December,* reporting the proceedings at a meeting of Chiefs from the Protectorate held at Lahej during the week beginning on the 8th December.

I have read this despatch with much interest, and I share your view that the meeting has been valuable and is likely to have fruitful results.

I wish to express my appreciation of the terms of the admirable address which you made to the Chiefs on the 9th December, and of which you enclosed a copy in your despatch.

I have, &c.,
PASSFIELD.

C. 89276/31 [No. 7].

No. 133.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2nd March, 1931.)

(Confidential.)
(No. 35.)

MY LORD, The Residency, Aden, 14th February, 1931.

I HAVE the honour to invite attention to paragraph 2 of my despatch, Confidential, of the 17th of December last,* in which I referred to the difficulties of providing for the settlement of tribal disputes in present circumstances of this Protectorate. The recent Conference of Chiefs at Lahej indicated a risk that the Lahej Pact of 1929 may come to be regarded by its signatories as a political gesture rather than an instrument of tribal organization. To Arab Chiefs debate can mean little more than a ceremonious way of avoiding disagreeable conclusions. Their nearest

* No. 130.

conception of justice in tribal relations is the right of a stronger mitigated by customary practice. They will tolerate restriction of this right, based on a concept of abstract justice, only when asserted by superior authority, secular or religious; and the former authority at any rate must have requisite power to enforce compliance.

2. Their subscriptions to the Lahej Pact did not change these conceptions. It merely conveyed general willingness to negotiate before a resort to arms and to co-operate with Government in defensive measures. Now the method of negotiation between disputants under ægis of a neutral party is familiar to them. Its utility to discover and evaluate matters in dispute is recognized. Its inherent weakness in many cases is that machinery to make and implement decisions is lacking. The Lahej Pact provided no remedy for this. It devised no new procedure in arbitration. It specified no supreme authority for the execution of arbitral awards. Its signatories have assumed that this authority in case of need would be exercised by Government; and, in existing circumstances, when a dispute may involve hostilities on a considerable scale between powerful tribes, there is no practical alternative to this. In such cases a regular procedure will be by—

(*a*) formal requisition to the parties in dispute to fulfil their obligation under Article 3 of the Pact and to submit their case for arbitration;
(*b*) notification of the arbitral award;
(*c*) official endorsement of this award accompanied by an order, usually stating a time-limit, for its execution.

Non-compliance by any party with (*a*) or (*b*) would entail punitive action against the defaulter.

3. I discussed the question on these lines with the Sultan of Lahej who expressed agreement with the following premises—

(1) that functions under (*a*) and (*b*) above are for performance by a native (Arab) authority;
(2) that neither His Highness nor any other signatory Chief single-handed could exercise this authority; and
(3) that the general assembly of signatory Chiefs constituted a body too unwieldly and too slow (and costly) to summon in any emergency for the purpose.

As the corollary His Highness agreed that a smaller Council to act in a mandatory capacity and to be appointed by the Chiefs at their general assembly should be constituted if possible. He was willing to become President of such a Council and thought that with judicious canvassing of individual Chiefs it should be feasible to obtain a general measure of consent to its appointment. He was willing personally to undertake this canvass but he wished me to give him rough drafts of a constitution and rules of procedure for the Council. I have done so.

4. I cannot say whether there will be an immediate and satisfactory outcome of this proposal. His Highness envisaged the prospect of its being submitted to the Chiefs at their next (annual) assembly. It will be for my successor to decide this in the light of intervening events and information. I will merely observe that the establishment of such a Council would mark a preliminary but important stage in the fulfilment of the policy outlined in paragraph 8 of my despatch, Secret, of 30th January, 1929.*

I have, &c.,
G. S. SYMES,
Resident, &c.

C. 89276/31 [No. 13].

No. 134.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 4th March, 1931.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of the 3rd February,† enclosing a copy of a despatch from the Resident at Aden on the subject of the proposed conclusion of a new treaty with the Chiefs of the Upper Yafa tribe.

2. The Secretary of State considers that the text of the penultimate clause of the draft treaty, as proposed by Sir S. Symes in paragraph 4 of his despatch of the

* No. 346 in Middle East No. 22. † C. 89276/31 [No. 2]: not printed.

24th December,* is somewhat lacking in clarity. He suggests, therefore, for the consideration of Lord Passfield, that this clause might be replaced by articles on the following lines:—

Article A.

The present treaty shall replace and abrogate all previous treaties between His Majesty's Government in the United Kingdom and the individual Chiefs of the Upper Yafa tribe.

Article B.

(1) The present treaty shall come into force immediately and shall remain in force for a period of five years from this day's date.

(2) If no formal notice, as provided below, is given by either party to the other at the end of the said period of five years, the treaty shall continue in force for successive periods of five years until either party shall give formal notice, in the manner provided in paragraph 3 below, at the end of any period of five years.

(3) If, at the expiry of any period of five years, either His Majesty's Government in the United Kingdom or the Chiefs of the Upper Yafa tribe shall desire to amend or abrogate the treaty, they may give formal notice to the other party to this effect not less than six months before the end of the said period of five years, and, if such notice is duly given, the treaty shall terminate at the end of the said period of five years unless a new agreement is made between the parties providing for its continuance, with or without amendment.

3. Copies of this letter are being sent to the India Office and Air Ministry

I am, &c.,
G. W. RENDEL.

C. 89276/31 [No. 18].

No. 135.

COLONIAL OFFICE TO TREASURY.

[*Answered by No.* 136.]

SIR, Downing Street, 1st May, 1931.

I AM directed by Lord Passfield to transmit to you, to be laid before the Lords Commissioners of the Treasury, copies of correspondence† with the Resident at Aden, regarding the proposed conclusion of a new treaty with the Chiefs of the Upper Yafa tribe.

2. I am able to state that after consultation with the Secretary of State for Foreign Affairs, Lord Passfield proposes to authorize the Resident to proceed with the negotiations with the Upper Yafa Chiefs, subject to the penultimate clause of the proposed treaty being amended and replaced by Articles as follows:—

Article A.

The present treaty shall replace and abrogate all previous treaties between His Majesty's Government in the United Kingdom and the individual Chiefs of the Upper Yafa tribe.

Article B.

(1) The present treaty shall come into force immediately and shall remain in force for a period of five years from this day's date.

(2) If no formal notice, as provided below, is given by either party to the other at the end of the said period of five years, the treaty shall continue in force for successive periods of five years until either party shall give formal notice, in the manner provided in paragraph 3 below, at the end of any period of five years.

(3) If, at the expiry of any period of five years, either His Majesty's Government in the United Kingdom or the Chiefs of the Upper Yafa tribe shall desire to amend or abrogate the treaty, they may give formal notice to the other party to this effect not less than six months before the end of the said period of five years, and, if such notice is duly given, the treaty shall terminate at the end of the said period of five years unless a new agreement is made between the parties providing for its continuance with or without amendment.

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* No. 131. † Nos. 124, 126, 129, and 131.

3. In view of the fact that one of the clauses in the draft treaty promises that His Majesty's Government will grant "monetary assistance" towards the cost of military protection against external attack, Lord Passfield will be glad to receive Their Lordships' concurrence in the proposal to instruct the Resident to conclude the new treaty, subject to the revision of the penultimate clause, as indicated above.

I am, &c.,
H. R. COWELL.

C. 89276/31 [No. 28].

No. 136.

TREASURY to COLONIAL OFFICE.

(S. 34315.)

SIR, Treasury Chambers, 31st July, 1931.

I HAVE laid before the Lords Commissioners of His Majesty's Treasury Mr. Cowell's letter of the 1st May,* enclosing copies of correspondence with the Resident at Aden, regarding the proposed conclusion of a new treaty with the Chiefs of the Upper Yafa tribe; and in reply I am directed to request you to convey to the Secretary of State My Lords' concurrence in his proposal to instruct the Resident to conclude the new treaty, subject to the revision of the penultimate clause, as indicated in Mr. Cowell's letter.

In expressing My Lords' agreement, however, I am to state that in Their view the amount of the monetary assistance to the tribal Chiefs should in no case exceed the existing provision in the Vote, and that it should be the object of His Majesty's Government in course of time to reduce the provision of subsidies in cash, payments being made so far as possible in return for services rendered.

I am, &c.,
R. V. NIND HOPKINS.

C. 89276/31 [No. 29].

No. 137.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

[*Answered by No.* 139.]

(Confidential.)

SIR, Downing Street, 18th August, 1931.

I HAVE the honour to refer to Lieutenant-Colonel Sir G. S. Symes' Confidential despatch of the 24th of December, 1930,† regarding the proposed conclusion of a new treaty with the Chiefs of the Upper Yafa tribe. My reply to that despatch has been delayed to permit of discussion with the Foreign Office and the Treasury of certain clauses of the draft treaty.

2. I approve of your proceeding with the negotiations with the Upper Yafa Chiefs subject to the penultimate clause of the proposed treaty being amended and replaced by Articles as follows:—

Article A.

The present treaty shall replace and abrogate all previous treaties between His Majesty's Government in the United Kingdom and the individual Chiefs of the Upper Yafa tribe.

Article B.

(1) The present treaty shall come into force immediately and shall remain in force for a period of five years from this day's date.

(2) If no formal notice, as provided below, is given by either party to the other at the end of the said period of five years, the treaty shall continue in force for successive periods of five years until either party shall give formal notice, in the manner provided in paragraph 3 below, at the end of any period of five years.

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* No. 135. † No. 131.

(3) If, at the expiry of any period of five years, either His Majesty's Government in the United Kingdom or the Chiefs of the Upper Yafa tribe shall desire to amend or abrogate the treaty, they may give formal notice to the other party to this effect not less than six months before the end of the said period of five years, and, if such notice is duly given, the treaty shall terminate at the end of the said period of five years unless a new agreement is made between the parties providing for its continuance, with or without amendment.

3. I observe that the last clause of the draft treaty enclosed in the despatch under reference, promises that His Majesty's Government will grant "monetary assistance" towards the cost of measures for military protection against external attack, and for the improvement of communications with Aden. The Lords Commissioners of the Treasury consider that the amount of monetary assistance to tribal Chiefs should in no case exceed the existing provision in the Vote, and that it should be the object of His Majesty's Government in course of time to reduce the provision of subsidies in cash, payments being made so far as possible in return for services rendered.

I have, &c.,
PASSFIELD

C. 97876/32 [No. 1].

No. 138.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 21st March, 1932.)

[*Answered by No.* 141.]

(No. 43.)

SIR, The Residency, Aden, 9th March, 1932.

I HAVE the honour to report that the 3rd Conference of Chiefs was held at Lahej during the week beginning on Saturday, the 27th February, 1932. The proceedings were similar to those followed on the two previous occasions, and all the Chiefs who had been invited attended the Conference, with the exceptions of the Upper Yafa'i, Upper Aulaqi and Audhali Sultans and the Saqladi Sheikh of Shaib. The abstention of these Chiefs was due to the pressure of local affairs in their territories, and had no political significance.

2. I attach hereto copies of my addresses to the Chiefs at the opening and the closing of the Conference. The Rules of Procedure for the settlement of inter-tribal disputes which the Chiefs agreed to adopt prescribe the manner in which truces are to be arranged and arbitrations put in hand, the Chiefs' Assembly acting primarily as a supervisory body. The form in which the rules have been drawn up is largely the work of the Chiefs themselves, and it is satisfactory that they should have made this combined effort to implement their obligations under the Lahej Pact of 1929 to co-operate in the settlement of their disputes I decided that it was preferable to accept their draft almost as it stood rather than to attempt to amend it in the interest of brevity and greater precision.

3. I propose in the new financial year to initiate a scheme for the preliminary training of about sixteen young selected tribesmen in first-aid and elementary hygiene. The Medical Officer in charge of the Keith Falconer Mission Hospital has consented to conduct the courses of instruction.

4. The periodic meetings of the Chiefs of the western portion of the Protectorate were initiated by Sir Stewart Symes with the intention of perpetuating and developing the policy which he embodied in the Lahej Pact. They are justified if they are effective in combating the centrifugal tendencies of the tribes and in educating the Chiefs in a sense of their individual responsibilities and of the importance of co-operation. I feel that they are being successful in these respects, and that although progress is slow it is real. The Chiefs appear to be learning to realize the value of friendly discussion of matters that affect their common interests, and to appreciate the desirability of finding means to adjust their mutual differences.

6. The opportunity was taken of the presence of the Upper Yafa'i Chiefs at Lahej to receive from them a considered statement of their views in regard to their treaty relations with His Majesty's Government. I shall address you on this subject in the near future in a separate despatch.

7. After closing the Conference on the 3rd March, I opened the new Dispensary at Lahej at the request of His Highness the Sultan and in the presence of the Chiefs, and of a number of local notables. The establishment of this Dispensary will be dealt with in a separate despatch.

8. As on previous occasions the satisfactory conduct of the Conference was due to the tact and hospitality of His Highness the Sultan of Lahej, and to the successful organization of Mr. Champion, Protectorate Secretary, and Colonel Lake, Political Officer. The support and assistance accorded to me by the Officer Commanding, British Forces in Aden, and his staff were of the greatest value and I take this opportunity of recording my appreciation of them.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure 1 in No. 138.

LAHEJ ADDRESS.

YOUR HIGHNESS SULTAN SIR ABDUL KARIM BIN FADHL, SULTANS, AND CHIEFS,

IT gives me great pleasure to meet you and to see that so many of you have come to attend this 3rd Conference at Lahej.

2. As you know, the first of these Conferences was summoned on the initiative of my predecessor, Sir Stewart Symes, who believed that the best interests of the Chiefs and people of the Protectorate would be served by periodic meetings at which matters of common interest can be discussed and decided. He continually sought to impress upon you the value of mutual co-operation and in order to achieve this purpose he devised the instrument of the Lahej Pact, which you have all signed, and which I trust that you will all endeavour to carry out both in the letter and in the spirit. If you do so, these Conferences will be of benefit to you all and they form a convenient means for you collectively to meet the representatives of the Government, under whose protection you live.

3. It is due to the hospitality of your host, His Highness Sultan Sir Abdul Karim, that these meetings have taken place in three successive years at Lahej, and I take this opportunity to express my appreciation of his kindness in again throwing open his Palace and his Guest Houses for the accommodation of the members of the Conference, for which, I am sure, you are all grateful to him.

4. Shortly before your last meeting the death occurred of a member of the Assembly who was greatly respected, viz., Sultan Munassar bin Ali, the Lower Aulaqi Sultan, may God have mercy on him. And we welcome here his successor Sultan Aidrus bin Ali.

5. I wish now to refer briefly to the events that have occurred in the Protectorate since your last meeting and to the policy of His Majesty's Government.

6. There has been no serious trouble on the borders with the exception of the Zeidi encroachment into the Al 'Ain district of Beihan. This aggression was new and unprovoked, and the Imam of the Yemen withdrew his troops on receipt of strong representations from His Majesty's Government. The frontier at this point was thus effectively protected, but I regret that the Imam has continued his occupation of certain other districts within the borders of the Protectorate and also continues to hold a number of hostages from certain of your tribes.

7. The Imam has recently reopened negotiations for a treaty with the British Government, by whom his proposals are now being considered, and I hope that a way may be found for settling all outstanding difficulties with him. It is satisfactory to record that the attitude of the Imam's officials beyond the border towards inter-tribal disputes involving Yemeni with Protectorate tribes has been friendly and helpful. I am glad to say that personal relations with the Imam have been friendly as has been exemplified by the recent despatch of a Medical Mission from Aden to Taiz and the visit of Colonel Lake to Sana'a at the invitation of the Imam, who took this opportunity to return to his home a relative of one of the Protectorate Chiefs who had been a hostage in his hands.

8. Within the Protectorate there have been no serious disturbances, but inter-tribal feuds have unfortunately on some occasions interfered with the safety of caravans and peaceful travellers on the main trade routes to and from Aden. As you know, the independence of the Chiefs and people of the Protectorate is ensured by the British Government, and the Government regards it as an essential condition of this protection that the Chiefs and tribes concerned should maintain complete security for

peaceful travellers on the routes to and from Aden. It has twice been necessary to inflict punishment on transgressors of this rule. On the first occasion the village of Mair was bombed after due warning had been given to enable the inhabitants to leave it, and a fine was inflicted on the village of Harur. On the second occasion a fine was imposed on the Dubeini tribe and hostages were taken from it as a punishment for an outrage on a caravan from Aden. The policy of Government on this question was explained to you all in the letter that I sent to you in May last and I hope that it will not be necessary to take further action of this nature in the coming year.

9. Officers from my staff and officers of the Royal Air Force have paid a number of visits to various places in the Protectorate, and I am glad that their reception has reflected the friendly relations that exist between you and His Majesty's Government. I have also been very pleased to receive a number of you in Aden on terms of friendship and hospitality. In this connexion, however, I regret to have to state that certain Chiefs have surprised me by the importunity of their requests, particularly in respect of the issue of arms and ammunition. I much deplore the attitude of jealousy of each other that is displayed by certain Chiefs in this connexion, and I wish you all to understand that in authorizing the issue of arms and ammunition to individual Chiefs I consider their individual needs rather than the balance of one Chief's receipts against those of another.

10. In this regard I must also warn you of the danger to yourselves and to your authority as Chiefs, of too wide a distribution of your armament among your Aqils. The deep and narrow river is strong; but wide and shallow waters make much noise with little effect.

11. I have been pleased to hear of settlements that have been made in a number of internal or inter-tribal disputes notably between the Amir of Dhala' and the Shairis, between the Naquibs of Mausatta and Shaib, between sections of the Busi tribe. I am also pleased to observe an improvement in conditions of security in Abyan, although the further delay of the Fadhli and Lower Yafai Sultans in bringing to a satisfactory conclusion the settlement that they had begun still constitutes a danger to security in that region and prevents its proper development. The Quteibi and Alawi Sheikhs are being assisted by His Highness Sir Abdul Karim towards a settlement of their disputes; I hope that this will be made as soon as possible and I must remind them of the determination of Government to safeguard peaceful traffic on the Lahej-Dhala' road. The Mayasir and Ahl Hasan are disturbed and harrassed by internal dissension, and the co-operation of those of you who have influence over them or friendship with them is very necessary to bring their quarrels to an end.

12. You have now assembled at this 3rd Conference of Chiefs in order once again to meet together and to discuss with one another the general welfare of your tribes and of the Protectorate Let me remind you of your obligations under the Lahej Pact of 1929, which oblige you firstly to co-operate with His Majesty's Government for external defence, secondly to organize by common action the security and improvement of communications, thirdly to co-operate in the settlement of quarrels between your tribesmen, and fourthly to confer on other matters of mutual interest.

13. The basis of your discussions and meetings must be co-operation, and what brings you together should be your own realization that co-operation is for your own good and for the good of your tribes. I should like to see you displaying more keenness in these matters, and to hear you yourselves bring forward suggestions for your common good that might be discussed by you all. For if these conferences are to produce their best results it must be mainly by your own sincere efforts to make them successful and valuable.

14. There are for discussion during this week the following subjects, and any others of common concern that you may wish to propose :—

(*a*) Acquisition from His Majesty's Government of arms and ammunition for your internal and external needs.

(*b*) The formation of a Committee for the control of arbitrations between disputant tribes and sections.

(*c*) Specific inter-tribal disputes and their settlement.

(*d*) The instruction in medical work under our supervision of certain candidates to be nominated by you from among your tribes. His Highness Sir Abdul Karim has set an admirable example by instituting a dispensary in Lahej in the charge of a qualified doctor who has been obtained from India. His Highness is bearing the whole charge of the institution and has erected an excellent building for the dispensary here in Lahej. I trust that this enterprise will meet with the success that it deserves, and that it will be of benefit to the sick and the poor in His Highness's territory.

15. On Tuesday next I shall welcome each of you individually at my Camp at Subar at times that will be notified to you, where you may make any personal representations to me.

16. On Thursday next I shall meet you all again in this room formally to close the Assembly, and I trust that in these ensuing days, under the Chairmanship of His Highness Sir Abdul Karim and with the advice and assistance of my staff, your discussions will result in the cementing of friendships and in the furtherance of that goodwill and co-operation that are essential to your prosperity.

Enclosure 2 in No. 138.

YOUR HIGHNESS SULTAN SIR ABDUL KARIM FADHL, SULTANS, AND CHIEFS,

WE meet together again to consider the subjects that you have been discussing in conference under the Chairmanship of His Highness Sultan Sir Abdul Karim.

As regards the organization of methods for the quick and amicable settlement of your inter-tribal disputes I am very glad to learn that you have drawn up Rules of Procedure which you have given oath to follow. I note that you desire that these Rules should be considered as experimental, and I agree that this should be so. I realize that your various customs and circumstances make the establishment of permanent unchanging Rules a matter of great difficulty, and your wish to establish Rules that can be changed from time to time by the agreement of all of you is, I think, a wise one. But I would impress on you the important consideration that the fact that these rules are experimental does not mean that they can be disregarded. You have agreed to follow them, and they ought to be followed until they are amended or altered by your common consent. I congratulate you on having framed them and I hope that their loyal fulfilment by all of you will have the happiest results.

You have discussed with my representative the question of your receipt of armament from me in Aden, and I am glad to learn that you have understood and appreciated the procedure that I have ordered to be adopted in the future in this respect. This procedure is briefly as follows :—

(*a*) Issues are divided into 4 categories :—
  (i) Free for frontier defence.
  (ii) Free for personal use.
  (iii) Free for standing garrisons.
  (iv) On payment for internal security

(*b*) Applications by Chiefs for armament will be made once a year only, and will specify the categories under which armament is requested.

(*c*) Applications may be made by Chiefs at intermediate times, but only in circumstances of serious and extreme urgency, which must be fully explained in the application.

(*d*) Issues will be made to recognized Chiefs only.

While you may all be sure that I consider your periodical requests for armament with the careful understanding that they deserve, you must also remember that times have changed, and that these are days of peace. You must therefore expect that I shall gradually and progressively reduce the quantities of armament that will be issued to you, and you must therefore be all the more cautious and sparing in distributing it among your Aqils.

You have also considered the training of certain of your young men in elementary medical knowledge and I hope soon to arrange these courses of instruction. Without your active support and encouragement the value of this training may easily be lost, but if you will assist and encourage the work of these young men in your countries I am sure that it will prove to be a great blessing to your people.

Some of you have discussed with one another and with His Highness Sultan Sir Abdul Karim certain important inter-tribal disputes that have been a source of unhappiness and loss to the tribesmen. I am glad to hear that the Amir of Dhala and the Haushabi Sultan are now in agreement, and that the Amir and the Upper Yafa Chiefs have settled their disputes. It is also satisfactory that the Qoteibi and Alawi Sheikhs have agreed to co-operate. But I regret that the Fadhli and Lower Yafai Sultans have not yet completed a settlement with each other. I sincerely hope that the early and satisfactory settlement of all such disputes will remove the reproach that your independence is a cause of dissension among you, and I trust that in future you will ensure the peace and prosperity of the Protectorate by mutual forbearance and co-operation.

Lastly, you have met together once more in friendship, and have discussed and agreed upon several important matters. This in itself illustrates the value of your conferences, and has set a new seal upon your undertakings under the Lahej Pact.

I now close this conference with my sincere good wishes for your well-being and for the prosperity of your tribes. And in the name of you all I thank our host His Highness Sultan Sir Abdul Karim again for so ably presiding at your discussions and for his hospitality in our entertainment.

C. 97876/32 [No. 2].

No. 139.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 29th March, 1932.)

[*Answered by No.* 145.]

(No. 46.)
(Confidential.)

The Residency, Aden, 16th March, 1932.

SIR,

I HAVE the honour to refer to Lord Passfield's Confidential despatch dated the 18th August, 1931,* and to state that I have for some time been giving consideration to the intended substitution of a single comprehensive treaty for the six existing treaties with individual Chiefs of the Upper Yafa' tribe.

2. This proposal originated with Sir Stewart Symes, who desired thereby to counteract the centrifugal tendencies of this tribe which is ethnically a single unit. When he broached the subject to the Upper Yafa' Chiefs they appeared to be more concerned with the practical difficulties than with the principle of collective engagement, and it was anticipated that they would accept the annulment of their individual treaties without much difficulty.

3. Since then their opposition to the change has hardened. In July, 1931, they addressed a joint letter to the Protectorate Secretary in which they have expressed their unanimous dislike of it. I decided to take the opportunity of their presence at the Lahej Conference to discuss the matter further with them, and at a meeting with them on 1st March, 1932, I allowed them to explain their point of view fully They urge that in all questions affecting the tribe as a whole, such as defence against a common enemy, they are in practice already united, but that in internal matters they are by custom and tradition separate from each other with no single over-ruling authority to control their affairs. They contend, therefore, that their existing treaties with His Majesty's Government are in conformity with their tribal practice, and that insistence on a form of unity which is at variance with it will breed internal difficulties and dissension. However divided they may be on matters of minor importance it is evident that on this question, which affects the tribe as a whole, they are entirely unanimous.

4. In considering this subject I am impressed by the views expressed by the Viceroy of India, which were communicated to Sir Stewart Symes in Lord Passfield's Secret despatch dated the 30th July, 1930.† His Excellency observed that the Government of India's own experience led them to doubt whether cohesion could be forced upon tribes like the Ahl Yafa from without, except by a considerably greater measure of interference in their internal affairs than it would be convenient to exercise or could be obtained by subsidies only. In my opinion these doubts are justified, and I consider that a unitary treaty which is at variance with the traditional tribal system of the Upper Yafais will in practice be more inconvenient to work than the multiple treaties to which it is theoretically preferable.

5. I am opposed on principle to the annulment of tribal treaties except on very strong grounds. The treaties with the various Chiefs of the Protectorate are the basis on which the Aden Protectorate exists. These treaties were made by mutual consent, and in my opinion they should not be abrogated except by mutual consent, unless one of the parties to them fails to observe their terms, or unless the circumstances in which they were made are so altered that their continuance is clearly unnecessary or impossible There are no such reasons in the case of Upper Yafa' and the termination or modification of its treaties should, therefore, be a subject of agreement and not of compulsion. It is now evident that the alteration which has been proposed cannot be obtained by willing agreement. To force it on the Chiefs against their wishes will be difficult, and will raise apprehensions in the minds of other treaty Chiefs in the Protectorate

* No. 137. † No. 125.

6. In the circumstances the doubts as to the wisdom of proceeding with the revision of these treaties which I have entertained for some time have been converted into a definite conclusion that the disadvantages that it will entail are greater than the possible advantages. I, therefore, recommend that the policy of His Majesty's Government with regard to this question be reconsidered, and that the existing treaties with the Upper Yafa' Chiefs be allowed to continue.

7. I have no fear that this change of policy will be regarded as an indication of weakness or vacillation on the part of His Majesty's Government. On the contrary, I believe that it will be welcomed and appreciated not only by the Upper Yafais but also by the other Chiefs and tribes of the Protectorate who value their treaties with the British Government as the guarantee of their security and freedom.

I have, &c.,
B. R. REILLY,
Resident, &c

C. 97876/32 [Nos 4-6].

No. 140.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] INDIA OFFICE.
[3] AIR MINISTRY.

[*Answered by Nos.* 142, 143, *and* 144.]

Downing Street, 30th May, 1932

SIR,

WITH reference to the letter from this Department of the 7th August, 1930,* I am directed by Secretary Sir Philip Cunliffe-Lister to transmit to you to be laid before [*To* [1] : Secretary Sir John Simon,] [*To* [2] : Secretary Sir Samuel Hoare,] [*To* [3] : the Air Council] a copy of a despatch† from the Resident at Aden, regarding the proposed substitution of a single comprehensive treaty for the six existing treaties with individual Chiefs of the Upper Yafa Tribe

2. Subject to any observations which [*To* [1] : Sir John Simon,] *To* [2] : Sir Samuel Hoare,] [*To* [3] : the Air Council] may have to offer, Sir Philip Cunliffe-Lister proposes to accept Colonel Reilly's recommendation that the existing treaties should be allowed to continue. It would be convenient if an early reply could be returned to this letter.

3. Similar letters are being sent to the [*To* [1] : India Office and Air Ministry,] [*To* [2] : Foreign Office and Air Ministry,] [*To* [3] : Foreign Office and India Office].

I am, &c.,
H. R. COWELL

C. 97876/32 [No. 10].

No. 141.

THE SECRETARY OF STATE to THE RESIDENT.

[*Answered by No.* 146.]

(No. 38.)

Downing Street, 30th May, 1932.

SIR,

I HAVE the honour to acknowledge receipt of your despatch No. 43 of the 9th March,‡ forwarding a report on the proceedings of the Third Conference of Chiefs held at Lahej during the week commencing the 27th February, which I have read with interest.

2. I should be glad to be furnished with a copy of the draft Rules of Procedure which the Chiefs have agreed to adopt for the settlement of any tribal disputes.

I have, &c.,
P. CUNLIFFE-LISTER

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* C. 79276/30 [Nos. 21-23] : not printed. † No. 139. ‡ No. 138.

C. 97876/32 [No. 11].

No. 142.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 6th June, 1932.

I AM directed by Secretary Sir John Simon to acknowledge the receipt of your letter of the 30th May,* regarding treaties with Chiefs of the Upper Yafa Tribe.

2. In reply, I am to request you to inform Secretary Sir Philip Cunliffe-Lister that Sir John Simon has no observations to offer on the proposal to accept the recommendation of the Resident at Aden that the six existing treaties should be allowed to continue.

3. Copies of this letter have been sent to the India Office and Air Ministry.

I am, &c.,
G. W. RENDEL.

C. 97876/32 [No. 12].

No. 143.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 9th June, 1932.

I AM commanded by the Air Council to refer to Colonial Office letter dated the 30th May,* transmitting a copy of a despatch from the Resident at Aden regarding the proposed substitution of a single comprehensive treaty for the six existing treaties with individual Chiefs of the Upper Yafa Tribe, and to acquaint you that they concur in Colonel Reilly's view that the existing treaties should be allowed to continue.

Copies of this letter are being sent to the Foreign Office and India Office.

I am, &c.,
C. LL. BULLOCK.

C. 97876/32 [No. 13].

No. 144.

INDIA OFFICE to COLONIAL OFFICE.

SIR, Whitehall, London, S.W.1, 14th June, 1932.

IN reply to your letter of the 30th May,* regarding the proposed substitution of a single comprehensive treaty for the six existing treaties with individual Chiefs of the Upper Yafa tribe, I am directed by the Secretary of State for India to say that he has no observations to make on the proposal of the Secretary of State for the Colonies to accept the recommendation of the Resident at Aden that the existing treaties should be allowed to continue.

2. Copies of this letter are being sent to the Foreign Office and the Air Ministry.

I am, &c.,
J. C. WALTON.

C. 97876/32 [No. 14].

No. 145.

THE SECRETARY OF STATE to THE RESIDENT.

(Confidential.)

SIR, Downing Street, 27th June, 1932.

WITH reference to your Confidential despatch of the 16th of March,† regarding the proposed substitution of a single comprehensive treaty for the six existing treaties with individual Chiefs of the Yafa tribe, I have the honour to inform you that I accept your recommendation that the existing treaties should be allowed to continue.

I have, &c.,
P. CUNLIFFE-LISTER.

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* No. 140. † No. 139.

C. 97876/32 [No. 16].

No. 146.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 4th July, 1932.)

[*Answered by No.* 147.]

(No. 115.)

SIR, The Residency, Aden, 29th June, 1932.

I HAVE the honour to refer to your despatch No. 38 dated 30th May, 1932,* and to enclose a translation of the draft Rules of Procedure for the settlement of tribal disputes, which the Chiefs agreed to adopt at the Conference at Lahej.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 146.

TRANSLATION OF DRAFT RULES OF PROCEDURE FOR THE SETTLEMENT OF TRIBAL DISPUTES.

WE, Chiefs of tribes and districts in the Aden Protectorate, Signatories of the Lahej Pact of the 6th April, 1929, have entered into solemn undertakings at Lahej to do our utmost to effect settlements in and to avoid disputes and disturbances between us or between our tribesmen, and will use our utmost endeavours to carry out the following arrangements :—

1. The Chiefs' Conference, that assembles at Lahej shall supervise such arbitrations as shall be referred to it in respect of disputes between tribes in their various territories and shall solve such cases as shall have been willingly postponed and referred to it for solution by the arbitrators mentioned hereafter.

2. Chiefs who are in dispute one with another shall do their utmost to settle the dispute between them. If they fail (to effect such a settlement) they shall refer it to Arbitrators who shall do their duty accordingly, and shall communicate their award to the Chief's Assembly for information, and a copy thereof shall be sent to the Resident and Commander-in-Chief, Aden.

3. In the event of a dispute arising between the tribes of Upper Yafa', their respective Chiefs shall endeavour to effect a settlement between them direct. If they are unsuccessful therein, they shall by agreement appoint Arbitrators in accordance with custom from among the Chiefs or selected Mansabs or influential Aqils to effect the settlement of such dispute.

Similarly in the event of a dispute between the Upper and Lower Aulaqis, both parties shall choose Arbitrators for its settlement.

With regard to the disputes existing between :—

Ahl Fadhl and Lower Yafa',
Ahl Fadhl and the Haushabis,
The Haushabis and the Amir,
Ahl Quteibi and Ahl Ali,

they (the respective Chiefs) shall meet together and appoint Arbitrators from among themselves in their (respective) territories for the settlement (of these disputes). If such (procedure) is not possible, the settlement of these disputes shall be undertaken at Lahej.

4. It shall be the duty of the Arbitrators in the event of a serious dispute and disburbance of the peace on the roads between two neighbouring Chiefs and their (respective) tribes firstly to arrange an immediate truce between the disputants, and to provide for its renewal until such time as they shall make their Arbitration award regarding such disputes. And they (the Arbitrators) shall make a report thereon to the Chiefs' Assembly for record and reference to Government.

5. Arbitrators may take guarantees or pledges in the form of hostages, or animals, &c., for the execution of their awards.

6. The above procedure will be adopted as between neighbouring Chiefs and their tribes.

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* No 141.

In cases of internal disputes in which a Chief and his own tribes are concerned, the settlement of such disputes shall be in the hands of the Chief. If any one of his tribes or sections shall disobey him he may refer the matter to Government direct, and submit his requests for help.

7. The Chiefs' Assembly at Lahej or their representatives may on the representation of the Chiefs and Arbitrators concerned in a dispute, request the Resident and Commander-in-Chief, Aden, to assist them to enforce a truce or Award.

The Chiefs have made these arrangements as an experiment.

Note.—These Rules were passed and agreed to in conference by the following Chiefs:—

His Highness the Sultan of Lahej.
The Upper Yafa Sultan.
The Lower Yafa Sultan.
The Fadhli Sultan.
The Haushabi Sultan.
The Representative of the Upper Aulaqi Sheikh.
The Lower Aulaqi Sultan.
The Amir of Dhala'.
The Qoteibi Sheikh.
The Alawi Sheikh.
The Aqrabi Sheikh.
The Busi Sheikh
The Naqib of Mausatta.
The Muflahi Sheikh.
The Dhubi Sheikh.
The Hadhrami Sheikh.

C. 97876/32 [No. 17].

No. 147.

THE SECRETARY OF STATE to THE RESIDENT.

(No. 65.)

SIR, Downing Street, 16th August, 1932.

I HAVE the honour to acknowledge the receipt of your despatch No. 115 of the 22nd June,* enclosing a translation of the draft Rules of Procedure for the settlement of tribal disputes, which the Chiefs agreed to adopt at the Conference at Lahej.

I note with appreciation the success which has attended your efforts, and those of the Sultan of Lahej in arranging for the adoption of these Rules.

I have, &c.
(for the Secretary of State),
R. W. HAMILTON.

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2. PRESENTS AND ENTERTAINMENT FOR PROTECTORATE CHIEFS.

C. 79286/30 [No. 24].

No. 148.

LIEUTENANT-COLONEL SIR G. S. SYMES to

SIR J. CAMPBELL (COLONIAL OFFICE).

MY DEAR CAMPBELL, Gable End, Harpenden, Herts, 3rd August, 1930.

DR. Shiels suggested I should try to see you on a matter connected with Aden Protectorate finances, but I think it would take less of your time if I wrote to you—shortly—of the subject which I want to stress.

Reasons for maintaining our Protectorate were set out in a despatch I sent to the Colonial Office some 18 months ago. It costs the British taxpayer about £30,000 a year. This provides for the Political staff and includes a relatively large sum for "presents and entertainment" to native chiefs. The latter inclusion is a sort of

* No. 146.

insurance against their misbehaviour, and to that extent of the nature of bribes. I want for reasons of policy and ethics to substitute for bribes, *services* to chiefs and their tribesmen. The services they require are medical and later, perhaps, educational. These can be supplied only from Aden (Settlement), and in so far as they concern the Protectorate should be paid for by the British—not the Indian—taxpayer. I am reorganizing Aden local services—with India's consent—to facilitate their expansion to meet certain needs of the Protectorate As quickly as I dare I am cutting down "presents and entertainment," and propose from this economy to provide all the costs of this expansion. It is a ticklish process and if the Treasury were to snaffle my small economies (and thus deprive me of the means to render these services), the chiefs' truculence will be increased. We would then have to spend much more money on bombs and other repressive measures than I hope to spend on curative and educational ones. Will you bear this argument in mind if and when my next budget proposals are referred to you.

Yours, &c.,
STEWART SYMES.

C. 79286/30 [No. 25].

No. 149.

LIEUTENANT-COLONEL SIR G. S. SYMES to

MR. H. R. COWELL (COLONIAL OFFICE).

[*Answered by No.* 152.]

MY DEAR COWELL, Gable End, Harpenden, Herts, 12th August, 1930.

THANKS for yours of yesterday.* I will be ready to attend the Conference on Friday at 11.30 a.m. Enclosed is a draft letter to the Imam.

I should be grateful if you would show the Treasury my letter of the 3rd August† about "presents" for chiefs, and also make clear that the services (in lieu of bribes) will be supplied at Aden and so cannot entail fresh—and undesirable—administration entanglement.

Yours, &c.,
G. S. SYMES.

C. 79286/30 [No. 26].

No. 150.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. W. R. L. TRICKETT (TREASURY).

[*Answered by No.* 151.]

DEAR TRICKETT, Downing Street, 27th August, 1930.

I ENCLOSE a copy of a letter† which we have received from Sir S. Symes, the Resident at Aden, regarding the cutting down of the amount spent in "presents and entertainments" to native chiefs in the Aden Protectorate and the allocation of the sum thus saved to medical and educational services.

In sending this to you Sir Stewart asks us to make it clear that the services (in lieu of bribes) will be supplied at Aden, and so cannot entail fresh—and undesirable—administrative entanglement.

As you are aware, provision for "entertainment, &c.," of these chiefs is made under Sub-head F, Aden (II (*c*)), of the Colonial and Middle Eastern Services Vote, and this year £5,000 for Darbar presents and £3,000 for entertainment is provided therein.

Our view is that to substitute expenditure on services of direct benefit to the tribesmen concerned in place of—shall we say—"gifts," is entirely sound, and we hope you will agree to Sir S. Symes' proposal in principle and will not object to the allocation of any savings on "presents" to the provision of the suggested services.

Yours, &c.,
H. R. COWELL.

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* Not printed. † No. 148.

C. 79286/30 [No. 30].

No. 151.

MR. W. R. L. TRICKETT (TREASURY)

to

MR. H. R. COWELL (COLONIAL OFFICE).

(S. 32316.)

DEAR COWELL, Treasury Chambers, 9th September, 1930.

Aden Protectorate.

IN reply to your letter of the 27th ultimo,* we readily agree in principle that if the desired result can be achieved, it is far better to provide useful services to the native chiefs than to give them money bribes; and so far as such substitution can be carried out and possible savings are not lost thereby, we shall be prepared to give favourable consideration to proposals from Sir Stewart Symes on the above lines.

Yours, &c.,
W. R. L. TRICKETT.

C. 79286/30 [No. 31].

No. 152.

MR. F. J. HOWARD (COLONIAL OFFICE) to

LIEUTENANT-COLONEL SIR G. S. SYMES.

MY DEAR SYMES, Downing Street, 15th September, 1930.

IN accordance with the request contained in your letter to Cowell of 12th August,† we sent the Treasury, semi-officially, a copy of your letter to Sir John Campbell of 3rd August,‡ regarding presents for chiefs.

You will be glad to learn that the Treasury view your proposal favourably. Trickett has replied that they readily agree in principle that, if the desired result can be achieved, it is far better to provide useful services to the native chiefs than to give them money bribes; and that, so far as such substitution can be carried out and possible savings are not lost thereby, they (*i.e.*, the Treasury) will be prepared to give favourable consideration to any proposals from you on the lines suggested.

Yours sincerely,
F. J. HOWARD.

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3. SUPPLY OF ARMS AND AMMUNITION TO PROTECTORATE TRIBES.

C. 69253/29 [No. 8].

No. 153.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 29th April, 1929.)

[*Answered by Nos.* 156 *and* 157.]

(No. 59.)

SIR, The Residency, Aden, 15th April, 1929.

I HAVE the honour to address you on the subject of arms and ammunition for the Chiefs of this Protectorate. Particulars of the total numbers issued annually, free and on payment, since the beginning of 1920 are given in annexure " A." Apart from complimentary issues, as token of Government esteem and support, to individuals, the greater part was given to Chiefs and distributed by them to tribesmen in order to deter or repel Zeidi encroachment on tribal territories. In the actual circumstances any effective control of the distribution and use of these arms was very difficult.

2. It is desirable to reduce future issues to a minimum, to ensure their safe custody, and to confine their use to what may be regarded as public security purposes. As reported by my despatch No. 57 of the 9th instant [? 10th]§ a number of the Chiefs have now subscribed to a pact of amity and co-operation. Their individual responsibilities for the surveillance of the frontier with the Yemen and the protection of main

* No. 150. † No. 149. ‡ No. 148. § No. 348 in Middle East No. 22.

routes are in process of being defined. Inquiry is being made as to the armament in actual possession of each Chief, and it has been explained that additions to armament will be made in respect of particular services. But the Chiefs contend that no service is possible without the exercise of authority and that armament is the best, if not the only, evidence of their authority acceptable by tribesmen, most of whom are themselves armed as are their fellows in the Yemen. There is truth in their contention, and the present vicious circle cannot be broken by suddenly depriving Chiefs whom we require to keep order of the effectual means of doing so. In other words, if aggravation of present circumstance is to be prevented, we should be prepared judiciously to supply certain recognized Chiefs with arms and ammunition for specified and approved purposes.

3. In the past issues have included arms and ammunition—Martini-Henry and Lee-Enfield—of British service pattern. While there was a large British and Indian infantry garrison at Aden and local tribesmen could purchase foreign rifles, &c., via Jibuti and elsewhere this practice was defensible. Now that the only mobile ground troops at Aden are Protectorate Levies and alternative sources of supply of arms, &c., scarcely exist, I consider it will be advisable to stop the issue, unless exceptionally, of arms capable of utilizing British service ammunition. The Officer Commanding the British Troops at Aden is also strongly of this opinion.

4. To meet the requirements referred to in paragraphs 2 and 3 I have a stock in hand as under :—

	Rifles.	*Rounds of ammunition.*
(*a*) Le Gras	135	2,824,936
(*b*) Lee-Enfield	899	1,512,606
(*c*) Lee-Enfield MK3 (condemned stock)	179	—
(*d*) Martini-Henry	18	109,712
(*e*) French .315	927	nil.

Excluding stocks under (*b*), (*c*), and (*d*) as being unsuitable for the purpose,

(*a*) *Le Gras*, are all of one pattern, single loaders, of a sound and serviceable type.

(*e*) *French* .315 is a long type magazine rifle to which the cartridges are secured end-on under and within the fore-hand guard. They bear the mark " Manufacture d'armes, St. Etienne Mle. 1886. M. 93." These rifles are in a very serviceable state.

5. For possible emergencies and occasional issues during the next few years I consider that a stock of approximately 1,000 rifles with 1,000,000 rounds of ammunition, suitable for tribesmen's use, should be available. Alternative methods of supplying this need are to increase our present stock of Le Gras rifles to a total of 1,000, or to obtain 1,000,000 rounds of ammunition suitable for the 927 .315 (St. Etienne) rifles in stock. The latter course I now consider—contrary to the opinion expressed in my despatch No. 138 of the 15th of August last*—would be best and most economical. If therefore this ammunition is obtainable in the quantity required I would ask that it should be purchased and sent here.

I have, &c.,
G. S. SYMES,
Resident and Commander-in-Chief.

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* C. 59253/28 [No. 38]: not printed.

ANNEXURE "A."

Statement showing the Arms and Ammunition issued to Arab Tribes in the Aden Protectorate from 1st January, 1920, to 31st March, 1929.

Calendar Year.	Le Gras.		Martini-Henry.		Lee-Enfield.		French .315.		Turkish Mauser.		Total.	
	Rifles.	Ammn.	Rifles.	Ammn.	Rifles.	Ammn.	Rifles.	Ammn.	Rifles.	Ammn.	Rifles.	Ammn.
1920 ...	25	109,100	13	20,250	—	—	10	9,600	—	—	48	138,950
1921 ...	240	158,100	477	72,598	322	32,440	206	107,520	—	8,400	1,245	379,058
1922 ...	36	151,500	31	125,385	150	101,980	—	5,000	—	47,000	217	430,865
1923 ...	51	161,300	1	80,810	—	100	13	1,000	—	2,500	65	245,710
1924 ...	60	738,200	299	265,640	50	6,000	70	23,445	—	31,700	479	1,064,985
1925 ...	—	45,000	516	578,261	—	4,780	—	—	—	9,900	516	637,941
1926 ...	352	683,545	378	80,740	105	64,080	100	50,345	—	7,000	935	885,710
1927 ...	712	736,750	47	15,790	1	42,800	—	—	—	100	760	795,440
1928 ...	1,862	786,900	234	237,700	504	291,700	—	—	—	—	2,600	1,316 300
1929 ... (up to 31/3/1929)	—	4,000	20	7,500	8	2,600	—	—	—	—	28	14,100
Total ...	3,338	3,574,395	2,016	1,484,674	1,140	546,480	399	196,910	—	106,600	6,893	5,909,059

C. 69253/29 [No. 10].

No. 154.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 155.]

SIR, Downing Street, 7th May, 1929.

WITH reference to Mr. Webster's letter of the 11th of July, 1928,* I am directed by Mr. Secretary Amery to transmit to you, to be laid before the Air Council, the accompanying copy of a despatch† from the Resident at Aden regarding the policy to be adopted in regard to the supply of arms and ammunition to the tribes in the Aden Protectorate.

2. I am to request you to inform the Air Council that, subject to their observations, Mr. Amery is disposed to concur in the view expressed by the Resident as to the undesirability of making further issues of arms capable of utilizing British service ammunition, and he also agrees that, in the circumstances explained by the Resident, it will be difficult to cease issuing arms and ammunition to certain recognized Chiefs for specified and approved purposes.

3. As regards the alternative methods of providing the stock of 1,000 rifles and 1,000,000 rounds of ammunition required for this purpose, Mr. Amery is unable to appreciate Sir S. Symes' contention that it would be preferable and more economical to purchase the necessary ammunition for the French .315 rifles. I am to explain that, as the 1,000 Le Gras rifles referred to in Mr. Webster's letter under reference above have already been ordered, inspected and paid for, their delivery will be completed. Mr. Amery understands that the cost of 1,000,000 rounds of ammunition for the French .315 rifles would be considerably in excess of the cost of the 1,000 Le Gras rifles, although exact figures are not yet available, and, in all the circumstances, he would propose that the stock of Le Gras rifles and suitable ammunition should be maintained for issue to the Protectorate Chiefs.

4. It will be noted that, under this arrangement, a considerable number of Lee Enfield, Martini-Henry, and French .315 rifles will become surplus to requirements, and he would be glad to learn the views of the Air Council as to their disposal.

5. As it is desired to communicate a decision on this matter to the Resident at Aden by telegram, I am to request that an early reply may be sent to this letter.

I am, &c.,
H. R. COWELL.

C. 69253/29 [No. 14].

No. 155.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 10th May, 1929.

I AM commanded by the Air Council to refer to Colonial Office letter dated the 7th instant,‡ relative to the policy to be adopted in regard to the supply of arms and ammunition to the tribes in the Aden Protectorate, and to acquaint you, for the information of the Secretary of State for the Colonies, that the Council concur in the views expressed in paragraphs 2 and 3 of the letter under reply.

A further communication will be addressed to you regarding the disposal of surplus Lee Enfield, Martini-Henry, and French .315 rifles.

I am, &c.,
CHARLES EVANS,
(for Secretary)

C. 69253/29 [No. 15].

No. 156.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 5 p.m., 14th May, 1929.)

TELEGRAM.

CONFIDENTIAL. 14th May. Your despatch No. 59 of 15th April.† One thousand Le Gras rifles requested in your despatch No. 138 of 15th August§ are now being

* C. 59253/28 [No. 31]: not printed. † No. 153. ‡ No. 154.
§ C. 59253/28 [No. 38]: not printed.

delivered at approximate cost of £650. Am advised that .315 ammunition will cost over £10 per 1,000 rounds. In circumstances I consider stock of Le Gras rifles should be maintained for issue. Air Ministry concur, despatch follows. AMERY.

C. 69253/29 [No. 18].

No. 157.

THE SECRETARY OF STATE to THE RESIDENT.

(Confidential.)

SIR, Downing Street, 3rd June, 1929.

I HAVE the honour to confirm my Confidential telegram of the 14th of May,* in which you were informed that the 1,000 Le Gras rifles requested in your despatch No. 138 of the 15th of August, 1928,† were being delivered at an appropriate cost of £650 and that as the .315 French ammunition requested in paragraph 5 of your despatch No. 59 of the 15th of April‡ would cost over £10 per 1,000 rounds it was considered that the stock of Le Gras rifles should be maintained for issue.

2. I enclose for your information, copies of correspondence which has been exchanged with the Air Ministry§ and War Office‖ on this subject.

I have, &c.,

L. S. AMERY.

C. 89251/31 [No. 10]

No. 158.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 21st April, 1931.)

[*Answered by No.* 160.]

(No. 76.)

MY LORD, The Residency, Aden, 8th April, 1931.

I HAVE the honour to refer to Your Lordship's despatch, Accounts No. 11, dated the 19th March, 1931,¶ regarding a credit of Rs.412.2.0 from the India Office in respect of the sale of arms and ammunition to Protectorate tribes during the month of November, 1930.

2. In addition to the free issues to Sheikh Bubakr bin Farid of 10,000 rounds of Le Gras ammunition, reported to you in my predecessor's despatch No. 259 dated the 23rd December, 1930,** an issue on payment was also made at the same time to this Chief, of 2,000 rounds of Lee-Enfield and 3,000 rounds of Martini-Henry ammunition, the cost of which (Rs.412.2.0) was credited to the Indian Government in accordance with the practice obtaining in regard to the sale of the latter kinds of ammunition.

3. In this connexion I attach hereto a memorandum by the Protectorate Secretary on the stock of arms and ammunition held by the Residency Office, in which Your Lordship will observe the procedure hitherto adopted in respect of the accounting for issues of (inter alia) Lee-Enfield and Martini-Henry arms and ammunition.

4. I endorse the Protectorate Secretary's recommendation that that part of the stock of arms and ammunition on my charge which is still accounted for to the Indian Government, or in respect of which no returns of issues are made, should be brought to the charge of the Colonial Office, and I have the honour to submit this proposal for Your Lordship's favourable consideration.

I have, &c.,

B. R. REILLY,

Resident, &c.

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* No. 156. † C. 59253/28 [No. 38]: not printed. ‡ No. 153.

§ Nos. 154 and 155. ‖ C. 69253/29 [No. 13]: not printed.

¶ C. 89251/31 [No. 8]: not printed. ** C. 89251/31 [No. 1]: not printed.

Enclosure in No. 158.

MEMORANDUM ON THE STOCK OF HEAVY AND SMALL ARMS AND AMMUNITION ON CHARGE OF THE RESIDENCY OFFICE (POLITICAL BRANCH).

1. The stock in hand on the 26th March, 1931, was as follows:—

		Guns.	*Rifles.*	*Ammunition (rounds).*
A.	B.L.10 pdr.	3	—	3,137
B.	Le Gras	—	891	2,583,036
C.	Lee-Enfield	—	865	1,458,391
D.	,, (1914) ...	—	176	—
E.	Martini-Henry ...	—	4	65,312
F.	French (.315) ...	—	928	—
G.	Maxim Guns ...	—	2	—
H.	Miscellaneous ...	—	20	230

Pistols 16.
Ammunition 374

2. By an old standing arrangement with the Commander, Royal Artillery, the stock is held in the armoury at Fort Morbut by the Armament Officer, Royal Artillery, who is responsible for its proper care and maintenance, and for issues and receipts, on the authority of the Resident. The Officer Commanding British Forces in Aden has recently arranged for the inspection of the ammunition, annually, on the visit to Aden of the Inspector of Explosives.

3. A. *B.L. 10 pdr. Guns.* These 3 guns with 3,577 rounds of shell were transferred to the Residency Office stock from the Ordnance Depot, Aden, in 1927 (*vide* Colonial Office telegram dated the 21st February, 1927*). No returns have been made of subsequent issues of shells, totalling 440.

4. B. *Le Gras* represents the balance of (*a*) a consignment of 3,000 Le Gras rifles and 5,000,000 rounds of ammunition received from the Crown Agents in 1926, the cost of which was borne by the Imperial Exchequer through the Vote for Middle Eastern Services, and issues from which are accounted for to the Colonial Office (*vide* Colonial Office despatch Accounts No. 9 dated 27th September, 1926), and (*b*) a consignment of 1,000 rifles received from the Crown Agents in 1929, issues from which are similarly accounted for.

5. C. *Lee-Enfield* represents the balance of a consignment of 2,000 Lee-Enfield rifles and 2,000,320 rounds of ammunition received from India in 1921 in response to an urgent demand (*vide* telegram No. 48 dated 26th September, 1931, to the Colonial Office.) It would appear that the cost of this consignment, although borne in the first place on the Army Estimates in India, was properly debitable to the Colonial Office. No subsequent adjustment in this respect appears to have been made, and in the meantime, and in accordance with the instructions of the Accountant-General, Bombay (*vide* his letter dated 13th August, 1924, of which a copy is attached) issues from this consignment on payment have been accounted for to the Military Department of the Government of India.

6. D. *Lee-Enfield* (1914) represents the balance of a stock of 230 condemned military rifles transferred to the Residency Office stock in 1923 with the approval of the Colonial Office (*vide* Colonial Office letter No. 10 dated 6th February, 1923). No returns of issues from this consignment have hitherto been made.

7. E. *Martini-Henry* represents the balance of a consignment of 1,500 Martini-Henry rifles and 1,000,000 rounds of ammunition received in 1924 from the Government of India. In this connexion it was decided by the Finance Department of the Government of India that pending decision of the question of incidence of the cost of the consignment, the expenditure in its respect would be debited to " 29 Political," and that recoveries would be credited to the same head (*vide* Accountant-General Bombay's letter dated 13th August, 1924, v.s.). Issues from this consignment have accordingly been accounted for to the Government of India.

8. F. *French* .315. Represents the balance of a consignment of captured arms received from Basra in 1918. No returns of issues from this consignment have hitherto been made, and issue has, in fact, ceased (*vide* Colonial Office despatch No. 30 dated the 28th April, 1930).

9. *G. Machine Guns.* There are two Maxim Guns originally supplied to His Highness the Sultan of Lahej in 1923 and returned to the Residency Office stock, on

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* C. 48012/27: not printed.

their replacement in 1924 by four machine guns of another type (*vide* Colonial Office despatch No. 42 dated the 9th May, 1924).

10. H. *Miscellaneous.* These represent the accumulation, during a number of years, of arms and ammunition, not wholly unservicable, that have been confiscated by Police or Customs authorities and lodged in the Residency Office armoury. No returns have been made of occasional small issues from this stock.

11. The whole of the above stock of arms and ammunition is at the disposal of the Resident for issue, as circumstances require, to Chiefs and tribesmen in the Protectorate. I therefore recommend that that part of it which is still accounted for to the Indian Government, or in respect of which no returns of issue are made, *e.g.*, items A, C, D, E, F, G, and H) should be formally brought to the charge of the Colonial Office to whom both free and payment issues should be regularly reported.

R. S. CHAMPION,
Protectorate Secretary.

Subject:—Arms and Ammunition.

SIR, Bombay, the 13th August, 1924.

I HAVE the honour to forward herewith a copy of the Government of India Finance Department endorsement No. 1320—A dated 20th May, 1924, together with a copy of its enclosures regarding the incidence of cost on account of arms and ammunition and to state that as the particular expenditure in question will be debited to 29 Political, the recoveries thereof will also be credited to the same head as deduction from charge.

2. In other cases not covered by the above order the cost of arms and ammunitions is borne by the Army estimates and credits are accordingly afforded to Military.

3. In order therefore to enable this office to distinguish the recoveries and classify them correctly full particulars should in each case be furnished, the credits pertaining to the stock referred to in paragraph 1 above being shown in column 1 (as central item) while others in column 3 of the cash account.

4. As the charge has provisionally been debited to the Civil estimates it is desirable to maintain in your office a separate account for this stock, as the Government of India may hereafter require the full particulars of this transaction.

I have, &c.,
P. RAMASWAMI,
Assistant Accountant-General.

C. 89251/31 [No. 24].

No. 159.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 162.]

SIR, Downing Street, 1st October, 1931.

I AM directed by Mr. Secretary Thomas to request you to inform the Air Council that the Resident at Aden has put forward a proposal that that part of the stock of arms and ammunition held by the Residency Office which is still accounted for to the Indian Government, or in respect of which no return of issues are made, should be brought to the charge of the Colonial Office.

2. In this connexion Mr. Thomas has under consideration the question of carrying out a physical stock-taking of the comparatively large stock of arms and ammunition held by the Residency Office. It has been suggested that the Council may at some time send an auditor to Aden to undertake an audit of Royal Air Force stocks there. If such is the case, Mr. Thomas would be glad to learn whether the Council would consent to the auditor undertaking a physical stock-taking of the arms and ammunition in the Resident's charge during his visit to Aden.

I am, &c.,
H. R. COWELL.

C. 89251/31 [No. 25].

No. 160.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

[*Answered by No.* 163.]

(No. 88)

SIR, Downing Street, 1st October, 1931.

I HAVE the honour to refer to Lieutenant-Colonel Reilly's despatch, No. 76 of the 8th April last,* regarding a proposal that that part of the stock of arms and ammunition held by the Residency Office which is still accounted for to the Indian Government, or in respect of which no returns of issues are made, should be brought to the charge of the Colonial Office.

2. I shall be glad to learn whether, if this proposal were agreed to, the Government of India would make any charge for stocks taken over, and, if so, what amount would be involved. In the event of a charge being raised, no money is available from the Colonial and Middle Eastern Services vote in the current financial year to meet it, and in the circumstances I would suggest that the question should be considered in connexion with the Estimates for 1932.

I have, &c.,
J. H. THOMAS.

C. 89251/31 [No. 29].

No. 161.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

[*Answered by No.* 167.]

(Accounts.)
(No. 31.)

SIR, Downing Street, 22nd October, 1931.

I HAVE the honour to refer to my despatch No. 88, of the 1st October,† regarding the stock of arms and ammunition held by the Residency Office which is still accounted for to the Government of India or in respect of which no returns of issues are made and to inform you that my attention has been drawn to the fact that receipts from the sale of such stocks are shown in Indian Schedules as creditable to the Colonial Office. As you will appreciate until such time as a decision is reached in regard to the question of handing over these stocks to His Majesty's Government, credits from the sale thereof must continue to be regarded as due to the Government of India and the only credits due to His Majesty's Government on this account are from the sale of stocks originally paid for from British funds. At the present moment such stocks are confined to the Le Gras rifles and ammunition (Item *b* in the memorandum enclosed in your despatch, No. 76, of the 8th April last*).

2. My attention has also been called to the fact that a certain amount of unnecessary accounting work could be eliminated if receipts due to His Majesty's Government, from the sale of the Le Gras rifles and ammunition were included in your account with the Colonial Office instead of in Indian Schedules. The present system necessitates a cash adjustment between the Colonial Office and the India Office which would be avoided under the arrangement now proposed. The credits in the Indian Schedules would then be restricted to amounts actually due to the Government of India in respect of the proceeds of sale of stocks originally paid for out of Indian revenues. If you see no objection, I shall be glad if you will bring this revised procedure into effect forthwith. The monthly returns of Le Gras rifles and ammunition issued on payment or free of cost should continue to be forwarded to me.

I have, &c.,
J .H. THOMAS.

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* No. 158.

† No. 160.

C. 89251/31 [No. 33].

No. 162.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 166.]

SIR, Air Ministry, London, W.C.2, 6th November, 1931.

WITH reference to Colonial Office letter dated 1st ultimo,* I am commanded by the Air Council to acquaint you, for the information of the Secretary of State for the Colonies, that they would be pleased to arrange for a stocktaking of the arms and ammunition at the Residency Office, Aden, to be carried out by a Stores Officer of the Royal Air Force: stocktaking is not undertaken by the Air Ministry audit staff. They would accordingly be obliged if the Resident at Aden could be instructed to arrange details direct with the Officer Commanding, Royal Air Force, Aden, to whom a copy of this letter is being forwarded.

2. The Council assume that the Residency would be able to provide any labour required to move the ammunition boxes, &c., during the process of stocktaking.

3. I am to add that the Council would not purpose to make any charge for the service unless extra expense is thereby caused to Air Votes. A further communication on this point will, however, be made if necessary.

I am, &c.,
B. E. HOLLOWAY.

C. 89251/31 [No. 34].

No. 163.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 9th November, 1931.)

[*Answered by No.* 164.]

(No. 218.)

SIR, The Residency, Aden, 28th October, 1931.

I HAVE the honour to refer to your despatch No. 88 of the 1st October, 1931,† regarding the proposed transfer to the charge of the Colonial Office of that part of the armament held by this Residency, which is in the charge of the Government of India.

2. I would observe that the proposals contained in my despatch No. 76 of the 8th April, 1931,‡ were made solely in the interests of convenience and regularity of procedure.

3. At the prices at which the armament in question is issued on payment to Chiefs and tribesmen in the Protectorate the sum involved by transfer of the stock now existing would approximate to £9,700, which sum will, in due course and as sales proceed, accrue to the Government of India.

4. I am not aware whether the Government of India would make any charge for stocks transferred, nor, if they did so, whether such charge would be based on "cost" or on "retail" price. I have made no provision in this respect in my Estimates for 1932-33 for Political Services (*vide* my telegram No. 213 of the 24th October, 1931§).

5. I suggest that, if you consider the matter of sufficient importance, a direct reference by you to the India Office would be the most convenient way of ascertaining the views of the Government of India.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 89251/31 [No. 37].

No. 164.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(No. 102.)

SIR, Downing Street, 23rd November, 1931.

I HAVE the honour to acknowledge the receipt of Colonel Reilly's despatch No. 218 of the 28th of October,¶ on the subject of the proposed transfer to the charge

* No. 159. † No. 160. ‡ No. 158. § No. 109 in Middle East No. 15. ¶ No. 163.

of the Colonial Office of that part of the stock of arms and ammunition held by the Residency which is the charge of the Government of India.

2. On further consideration, I do not think it advisable to proceed further with the proposal in the present financial circumstances.

I have, &c.,
P. CUNLIFFE-LISTER.

C. 89251/31 [No. 38].

No. 165.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(No. 107.)

SIR, Downing Street, 4th December, 1931.

I HAVE the honour to refer to my despatch No. 102 of the 23rd of November,* on the subject of the proposed transfer to the charge of the Colonial Office of that part of the stocks of arms and ammunition held by the Residency which is the charge of the Government of India.

2. In this connexion my predecessor had under consideration the question of carrying out a physical stocktaking of the stocks of arms and ammunition held by the Residency. It was understood from Colonel Reilly, who was consulted in the matter during his recent leave of absence in this country, that no such stocktaking had hitherto taken place, and that he welcomed a suggestion that arrangements should be made for an Air Ministry official to carry out this duty. Copies of correspondence† with the Air Ministry are enclosed from which you will see that the Air Council agree to the proposed stocktaking being undertaken by a Stores Officer of the Royal Air Force.

3. I shall be glad if you will communicate direct with the Officer Commanding, Royal Air Force, Aden, with a view to making detailed arrangements for the stocktaking, the results of which should be communicated to me in due course.

I have, &c.,
P. CUNLIFFE-LISTER.

C. 89251/31 [No. 39].

No. 166.

COLONIAL OFFICE to AIR MINISTRY.

SIR, Downing Street, 4th December, 1931.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge the receipt of your letter of the 6th of November,‡ relative to the question of carrying out a physical stocktaking of the stocks of arms and ammunition held by the Residency at Aden, and to transmit to you, to be laid before the Air Council, a copy of a despatch§ which has been addressed to the Acting Resident on the subject.

2. I am to request you to convey to the Council an expression of the Secretary of State's thanks for the assistance which has been rendered in the matter.

I am, &c.,
H. R. COWELL.

C. 89251/31 [No. 41].

No. 167.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 7th December, 1931.)

(No. 238.)

SIR, The Residency, Aden, 25th November, 1931.

I HAVE the honour to refer to your despatch (Accounts) No. 31 dated the 22nd October, 1931,‖ regarding cash adjustments between the Colonial Office and the India Office in respect of receipts from the sale of arms and ammunition from the

* No. 164. † Nos. 159 and 162. ‡ No. 162. § No. 165. ‖ No. 161.

stock held by this Residency and to enclose for your information copies of letters which I have addressed to the Accountant-General, Bombay, and the Treasury Officer, Aden, on the subject.

I have, &c.,
J. GORDON
(for Resident, &c.).

Enclosure 1 in No. 167.

SIR, The Residency, Aden, 25th November, 1931.

I HAVE the honour to forward, for your information, a copy of a despatch (Accounts) No. 31, dated the 22nd October, 1931, from the Colonial Office on the above subject.

2. Receipts from the sales of arms and ammunition originally paid for from Indian revenues are creditable to the Government of India in accordance with the instruction contained in your letter dated the 13th August, 1924. Accordingly the cost recovered by this office from time to time from Arab Chiefs in respect of such arms and ammunition issued to them on payment is forwarded to the Treasury Officer, Aden, with instructions as to how the amounts should be shown in each case in his cash account submitted to you, in order to enable you to credit them correctly to the civil and military departments. But it appears from the Colonial Office despatch referred to above that receipts from the sale of such arms and ammunition are shown in Indian schedules as creditable to the Colonial Office. I shall therefore be glad if you will kindly see that the procedure is duly regularized.

3. I am issuing instructions to the Treasury Officer, to include, commencing from 1st December, 1931, the receipts due to His Majesty's Government from the sales of Le Gras rifles and ammunition in his account with the Colonial Office.

I have, &c.,
J. GORDON
(for Resident, &c.).

The Accountant-General,
Bombay.

Enclosure 2 in No. 167.

The Residency, Aden, 25th November, 1931.

COPY with copy of the despatch (Accounts) No. 31 of 22nd October, 1931, forwarded to the Treasury Officer, for information and guidance.

2. The receipts due to His Majesty's Government from the sales of Le Gras rifles and ammunition should, commencing from 1st December, 1931, be included in your accounts with the Colonial Office.

R. S. CHAMPION,
Protectorate Secretary.

C. 97851/32 [No. 47].

No. 168.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 7th November, 1932.)

(Confidential.)
(No. 210.)

SIR, The Residency. 26th October, 1932.

I HAVE the honour to refer to your Confidential despatch dated 22nd August, 1932,* in which you have informed me that it has been decided that a total of 400 (Le Gras) rifles will be purchased and sent to me instead of 750 for which I asked.

* C. 97851/32 [No. 39] not printed.

2. With this replenishment I estimate that the stock of armanent in my charge on the 1st April, 1933, will be approximately :—

	Rifles.	*Ammunition.*
Le Gras ...	400 ...	1,900,000
Lee-Enfield ...	650 ...	1,100,000*
Lebel .315 ...	628 ...	Nil†
M.-H.	Nil ...	Nil‡
Turkish	Nil ...	Nil

(but about 450 with 'Abdali tribes, for which no ammunition is available.

* Chiefly for use in arming tribes for co-operation with Royal Air Force.

† Good serviceable rifles but ammunition at £10 per 100, as compared to £7 L.G.

‡ About 2,000 or more "starving" in Protectorate.

3. The number of Le Gras rifles will thus be less than half the figure of 1,000 which Sir Stewart Symes recommended should be kept available in his despatch No. 59 dated 15th April, 1929.§ As I observed in paragraph 2 of my despatch No. 89 dated 18th May, 1932,‖ the principal purpose for which the issue of Le Gras rifles is required at the present moment is the maintenance of the Chiefs' authority and internal security in the Protectorate. I do not consider that the number to which my stock of these rifles is now likely to be reduced is adequate for this object. A large proportion of the rifles now in the possession of the Sultan of Lahej and the Sultan of Mukalla are extremely antiquated, and both these Rulers are very anxious to replace them with more serviceable weapons. These two Sultans are politically the pivots on which we maintain our influence with the surrounding tribes in the western and the eastern parts of the Protectorate respectively, and the maintenance of their authority and prestige is essential to the success of our Protectorate policy. Both are loyal supporters of our interests, and the Sultan of Lahej in particular gives invaluable help in the settlement of inter-tribal disputes and generally in the furtherance of the cohesion and internal peace of the Protectorate. I therefore wish to be in a position to meet their reasonable requirements for the replenishment of the armaments which are necessary for their stability.

4. For these reasons I am of opinion that the maintenance of a stock of 1,000 Le Gras rifles is still necessary mainly for use inside the Protectorate, and I strongly recommend that the 400 which I expect to have on 1st April next should be supplemented by a further 600.

5. This is apart from the arms that may be required by the Protectorate tribes for frontier defence in the event of renewed encroachments by the Imam of Sana'a. When my predecessor wrote his despatch of the 15th April, 1929, to which I have referred, there was little prospect of disturbance on the frontier, as the Zeidis had recently been forcibly ejected from the Dhala' Plateau, and with their losses fresh in their memories were not disposed to renew hostilities. When I wrote my despatch of the 18th May, 1932, our relations with the Imam appeared to be in a still more satisfactory position owing to his renewed overtures for the conclusion of a treaty. Since then the position has altered. Although points in dispute between His Majesty's Government and the Imam appear to be narrowed to the wording of the Third Article of the draft treaty this one remaining issue is at present producing a deadlock, as the Imam has so far been unwilling to accept the compromise with regard to it beyond which His Majesty's Government are not prepared to go. It therefore appears probable that the negotiations may break down on this essential point. If so, there may be a serious deterioration in our relations with the Yemen, which may be reflected in new disturbances and encroachments on the Protectorate frontier.

6. In these circumstances it appears to me to be necessary to consider the question of armaments for the tribes for frontier defence as well as for internal security. In the Aden Defence Scheme, 1931, copies of which were sent to me under your Secret despatch of the 27th September, 1932,¶ no figures have been laid down for the future armaments of the tribes, but in Appendix IV, J, which gives particulars of the Tribal Defence Scheme, it is stated that such armaments are to be of the draft treaty this one remaining issue is at present producing a deadlock, as Upper 'Aulaqi, and Beihan tribes in the event of a threat to them Nothing is stated with regard to assistance in arms that may have to be sent to the 'Abdali Sultan of Lahej, but the protection of the Lahej Delta is vital to the security of Aden, and it

§ No 153 ‖ C 97851/32 [No 27]: not printed ¶ C. 91902/1/32 [No 20]: not printed

would be necessary to give him all help possible if a Zeidi incursion were to reach the limits of his territory.

7. I have discussed this question of armaments under the Tribal Defence Scheme with the Officer Commanding the Forces in Aden. It is difficult to estimate with accuracy the number of arms that would be required because of the uncertainty of the nature and gravity of the emergency which it may be necessary to meet. But we are agreed that for the purpose of the scheme there ought to be a reserve of at least 2,000 rifles. I have at present a reserve of 650 Lee-Enfield rifles, and I recommend the addition of 1,350 Le Gras rifles to complete the total of 2,000.

8. I have approximately one million rounds of Lee-Enfield ammunition, which is sufficient for the 650 Lee-Enfield rifles. My stock of Le Gras ammunition will on 1st April, 1933, be approximately two million rounds. Of this, one million should be earmarked for the 1,000 Le Gras rifles intended for the internal tribal security of the tribes, leaving one million available for the 1,350 Le Gras rifles in reserve for serious emergency. I recommend that the latter figure be increased by the addition of half a million rounds. Details of these proposals and of their estimated cost are tabulated in an appendix to this despatch.

9. In support of these recommendations I wish to point out that, while the Aden Protectorate is defended primarily by means of aircraft, the tribes are responsible for co-operation, which will take the form of occupying ground after the enemy's resistance has been broken by air attack and of consolidating the ground so regained, and also of protecting advanced landing grounds. The most important of these duties is the consolidation of enemy-occupied territory after recapture. The tribesmen are untrained and disorganized, and neither training nor organization, other than that improvised on the spot by a British Officer when the emergency arises, can be undertaken owing to lack of funds, and to our established policy of not administering or exercising direct control over the Protectorate. To counteract this deficiency and the moral disadvantage it entails it is necessary that the tribes should have the support of a sufficiency of armament, and I am of opinion that the reserve of 2,000 rifles which I am now recommending is the minimum which will serve this purpose.

10 I wish also to bring to your notice that, since 1916, 2,216 rifles of M.-H. pattern have been issued for tribal use, of which 1,500 have been issued during the last 10 years. The stock of ammunition for these rifles was exhausted in March, 1932. In reality, the tribesmen possess many more M.-H. rifles than the figure given above, the surplus having been obtained from inland sources. We are now faced with the problem either of replenishing our stock of M.-H. ammunition (if available) and issuing to Chiefs on payment, or of letting these rifles starve through lack of ammunition.

11. Of these alternatives I advocate the first, as the M.-H. is a more serviceable rifle than the Le Gras and more popular with the tribesmen on account of its greater lightness and efficiency, and I recommend a further supply of 1,000,000 M.-H. rounds be sent to me. No more M.-H. rifles are available. I therefore anticipate that no more M -H. ammunition would be required after this supplementary issue, as, by the time that this stock is exhausted, many of the serviceable rifles in use at the present time will have become unserviceable, and the remaining few serviceable M.-H. rifles still existing might be allowed to die a natural death, leaving the field clear for solely Le Gras armament.

12. Should my recommendation for the supply of M.-H. ammunition not be sanctioned, or the ammunition not be available, I recommend that serviceable M.-H. rifles in use in the Protectorate, whose original source was through this office, be gradually replaced by Le Gras rifles, the privilege of exchange being allowed to Chiefs whose personality or importance, together with their needs, make special treatment desirable. I estimate the number of rifles to be exchanged in this manner as 1,000, and I should therefore require these Le Gras rifles in excess of those already demanded for internal tribal security and frontier defence.

13. I estimate that over 50 per cent. of the cost of the Le Gras armament intended for internal tribal security and of the whole of the M.-H. ammunition will be recoverable from sales to Protectorate Chiefs. The Le Gras armament intended for frontier defence will be kept distinct from that for internal tribal security, and will form a permanent reserve for use in serious emergency only.

I have, &c.,
B. R. REILLY,
Resident. &c.

Appendix.

Summary of recommendations in connexion with the replenishment of existing Stock of armament on charge of the Aden Residency.

Estimated existing Stock on 1st April, 1933 (excluding .315 Lebel Rifles)

	Rifles.		*Ammunition.*	*Remarks.*
Le Gras	400	(Internal tribal security)	2 million (approx.)	
Lee-Enfield	650	(Frontier defence) (*a*)	1 million (approx.)	(*a*) and for occasional issues of personal arms to selected Chiefs.

Recommended Replenishment.

Le Gras	600	(Internal tribal security)	1,950	½ million	(*b*) Will be issued on payment only and cost therefore recoverable.
	1,350	(Frontier defence)		(*b*)	
M.-H.	Nil.			1 million (*c*)	(*c*) *Alternative*—An extra 1,000 Le Gras rifles.

Note.—Over 50 per cent. of cost of Le Gras armament for internal tribal security recoverable from sales to Chiefs.

Cost.

	£ s. d.		£ s. d.
1,950 Le Gras rifles at 15 shillings ...	1,462 10 0	or	1,462 10 0
½ million rounds of Le Gras ammunition at £7 per 1,000	3,500 0 0	,,	3,500 0 0
1 million rounds of M.-H. ammunition at £8 per 1,000 *Or* 1,000 Le Gras rifles	8,000 0 0	,,	750 0 0
	12,962 10 0	or	5,712 10 0

C. 97851/32 [No. 49].

No. 169.

COLONIAL OFFICE to AIR MINISTRY.

[*Answered by No.* 170.]

Sir, Downing Street, 23rd November, 1932.

With reference to your letter of the 24th June,* I am directed by Secretary Sir Philip Cunliffe-Lister to transmit to you, to be laid before the Air Council, a copy of a further despatch† from the Resident at Aden, containing recommendations for the replenishment of the existing stock of arms and ammunition on charge of the Aden Residency. Sir Philip Cunliffe-Lister would be glad to be furnished with an expression of the Council's views on the recommendations made by the Resident in this despatch.

2. In connexion with the recommendation that a further supply of one million rounds of Martini-Henry ammunition should be purchased for distribution to the Protectorate tribesmen, I am to invite attention to Sir Stewart Symes' despatch No. 59 of the 15th April, 1929,‡ a copy of which was enclosed in this Department's letter of the 7th May, 1929.§

3. Since any further supply of armaments will necessitate provision being made in the Estimates for 1933, I am to request the favour of an early reply to this letter.

I am, &c.,
H. R. COWELL.

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* C. 97851/32 [No. 34]: not printed. † No. 168. ‡ No. 153 § No. 154.

C. 97851/32 [No. 56].

No. 170.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 8th December, 1932.

I AM commanded by the Air Council to refer to your letter of 23rd November, 1932,* and to despatch No. 210 of 26th October, 1932,† from the Resident at Aden forwarded therewith, containing recommendations for the replenishment of the existing stock of arms and ammunition on charge of the Aden Residency. A communication has also been received from the Officer Commanding, Aden, in which he strongly supports the recommendations of the Resident.

2. After careful consideration of the matter, the Council endorse the recommendations of the Resident and are of opinion that the expenditure involved is fully justified by the enhanced measure of security from attack from without and of stability within the Protectorate which will be thereby provided. The Council agree with the Resident's contention that while the Protectorate is primarily defended by aircraft, defence against incursion of tribesmen over the border must be consolidated on the ground within the Protectorate by our own tribesmen

3. With regard to the alternatives of whether Martini-Henry ammunition or additional Le Gras rifles shall be provided (*vide* paragraphs 10 and 11 of the Resident's despatch), the Council are of opinion that the Le Gras rifles should be supplied in view of the fact that the Martini-Henry rifles now held by tribesmen if not already unserviceable must soon become so; it is moreover an advantage that the arms supplied should as far as possible be of one type. The Le Gras rifle has also the merit from our point of view of not being too effective, and 1,000 Le Gras rifles plus an additional half-million rounds of ammunition will cost less than one million rounds of Martini-Henry ammunition, *i.e.*, £4.250 against £8,000.

I am, &c.,
J. S ROSS

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4. CERTIFICATES OF NATIONALITY AND TRAVEL DOCUMENTS FOR NATIVES OF CERTAIN ARAB STATES.

C. 98098/32 [No. 1].

No. 171.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 173.]

SIR, Foreign Office, S.W.1, 7th January, 1932.

WITH reference to your letter of the 8th December, 1930,‡ I am directed by Secretary Sir John Simon to transmit to you herewith, to be laid before Secretary Sir Philip Cunliffe-Lister, a draft of a circular§ which it is proposed to issue to His Majesty's Consular and Passport Control Officers abroad, concerning the issue of travel documents for persons proceeding to, and for natives of, certain British Protectorates and certain Arab States.

2. Sir John Simon will be glad to learn whether Sir Philip Cunliffe-Lister concurs in the proposed instructions.

3. At the same time I am to inquire whether Sir Philip Cunliffe-Lister considers that separate mention should be made of Lahej, or whether it should be regarded as included in the Aden Protectorate.

4. A similar letter has been addressed to the India Office.

I am, &c.,
G. R. WARNER.

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* No. 169. † No 168. ‡ C 79098/30 [No 7] not printed § *See* enclosure to No. 174.

C. 98098/32 [No. 3].

No. 172.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 14th January, 1932.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the Foreign Office on the subject of travel documents for certain Arab States.

Reference to previous correspondence: Letter from the Foreign Office of the 7th January, 1932.*

Enclosure in No. 172.

SIR, India Office, Whitehall, London, S.W.1, 14th January, 1932.

WITH reference to your letter of the 7th January, I am directed by Secretary Sir Samuel Hoare to say that he concurs in the terms of the draft circular which Secretary Sir John Simon proposes to issue to His Majesty's Consular and Passport Control Officers abroad, concerning the issue of travel documents for persons proceeding to, and for natives of, certain British Protectorates and certain Arab States, in so far as it relates to Bahrein, Koweit, Muscat, and the Trucial Sheikhdoms.

2. A copy of this letter has been sent to the Colonial Office.

I am, &c.,
J. C. WALTON.

The Under-Secretary of State,
Foreign Office.

C. 98098/32 [No. 2].

No. 173.

COLONIAL OFFICE to FOREIGN OFFICE

[*Answered by No.* 174.]

SIR, Downing Street, 18th February, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to refer to your letter of the 7th of January,* regarding the issue of travel documents for persons proceeding to. and for natives of, certain British Protectorates and certain Arab States, and to request you to inform Secretary Sir John Simon that, subject to the following observations, he concurs in the terms of the draft circular which accompanied your letter.

2. With regard to paragraph 2 of the draft circular, attention is invited to the correspondence ending with the letter from this Department of the 29th of October, 1931,† in which it was decided that if the applicant, whether he is a British subject or a British protected person, is still following the sea, the grant of a passport should be refused, and that a certificate of nationality and identity should be issued instead. In view of this decision, the Secretary of State suggests that paragraph 2 should be amended by the addition of the words " and who are not seamen following the sea. Further instructions in their case are being issued."

3. As regards paragraph 3 of your letter, Sir Philip Cunliffe-Lister considers that Lahej should be regarded as included in the Aden Protectorate, and he suggests that the words " and Lahej " in paragraph 2 of of the draft circular should be omitted

4. A copy of this letter is being sent to the India Office.

I am, &c.,
O. G. R. WILLIAMS.

C. 98098/32 [No. 5].

No. 174.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of circular to His Majesty's Consular and Passport

* No. 171. † C. 80095/31 [No. 14]. not printed.

Control Officers on the subject of travel documents for natives of and *visas* for persons proceeding to Koweit, Bahrein, Hadramaut, Muscat, &c.

Foreign Office,
22nd March, 1932.

Reference to previous correspondence: Colonial Office letter of 18th February, 1932.*
Similar letter sent to India Office and Home Office.

Enclosure in No. 174.

(Circular.)
(T. 2117/593/378.)

SIR, Foreign Office, 10th March, 1932.

Travel Documents for Persons proceeding to, and for Natives of, certain British Protectorates and certain Arab States.

I AM directed by Secretary Sir John Simon to inform you that, in dealing with applications for travel documents for persons proceeding to, and for natives of, the territories specified below, His Majesty's Consular officers should be guided by the following instructions:—

(1) *The Aden Protectorate* (as distinct from the Aden Settlement, which is considered as forming part of British India).—Natives of the Protectorate are British protected persons by virtue of treaties between His Majesty's Government and the chiefs of the various tribes inhabiting the Protectorate

(2) *The Hadramaut.*—The Hadramautis are considered as British protected persons by virtue of treaties between His Majesty's Government and the principal rulers in the Hadramaut

(3) *Bahrein, Koweit, Muscat, and Oman and the Trucial Sheikhdoms.*—These independent Arab States are in special treaty relations with His Majesty's Government, under which, except in the case of Muscat and Oman, the conduct of their foreign relations is entrusted to His Majesty's Government.

2. British passports and emergency certificates may be issued and endorsed in the ordinary course in the case of British subjects and British protected persons who are natives of the Aden Protectorate and who are not seamen following the sea. Further instructions in their case are being issued.

3. His Majesty's Consular Officers should recognize Bahreini and Muscati passports bearing the signature and seal of the respective Political Agents in those States, and should extend their good offices to the holders. Such good offices may include the endorsement, at the discretion of the Consular Officer, of Bahreini and Muscati passports for travel to countries not already specified, and the grant of visas for travel to British territory.

4. Holders of Koweit Certificates of Identity signed and sealed by the Political Agent, and of Trucial Oman Certificates of Identity signed and sealed by the Residency Agent at Shargah, should be similarly treated.

5. Travel facilities may be granted to natives of the Hadramaut and of the Trucial Sheikhdoms who are in possession of documents establishing their nationality issued by the rulers of those States.

6. In the event of persons without papers claiming to be subjects of the rulers of the Hadramaut, Bahrein, Koweit, or Muscat or of any of the Trucial Sheikhs, and applying for travel facilities, they should be invited to fill up a suitably drafted application form. These, in the case of the Hadramaut, should be forwarded to the Resident at Aden; in the case of the Trucial Sheikhdoms, to the Political Resident in the Persian Gulf; and in other cases, to the Political Agents in the States concerned. If, however, the applicant desires only to return to his place of origin, and time is pressing, telegraphic reference may be made, at the expense of the applicant, to the Political Agent concerned, or in the case of a native of Trucial Oman, to the Political Resident, and on receipt of the confirmatory reply emergency certificates may be issued, valid only for the return journey.

7. Subject always to standing instructions, visas may be granted to foreigners, other than British subjects, desiring to proceed to any of the above-mentioned territories, but only after reference to the local British authorities as specified above.

The requirement of visas for entry into these territories applies also to 'Iraqis.

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* No. 173.

8. British subjects proceeding to any of the above-mentioned territories require a special endorsement on their passport for the territory concerned, which may be granted gratis, and a visa, for which the standard fees of 1 and 10 gold francs respectively should be levied for transit and ordinary visas. Such visas may be granted to British subjects without prior reference to the authorities in the territory concerned.

9. A subject of any of the Arab Coast principalities should be referred to as "A subject of the Sheikh of ....." An emergency Certificate (on the lines of that given as Annex 5 to Chapter XXVI of the Consular Instructions) would be the only document issued to them by His Majesty's Passport or Consular Officers.

10. Such Emergency Certificates, if issued by officers residing outside the Gulf, should be charged for at the rate of 7s. 6d.; if issued at posts in the Gulf, the usual rate of R. 1 may be charged (except in cases of destitution, when fees should be waived). Endorsements should be charged for at the rate of 2s.

11. Visa fees for foreigners, other than British subjects, proceeding to any of the territories named above, should be levied, according to the nationality of the applicant, on the same scale as British visa fees, except in the case of nationals of countries with which His Majesty's Government in the United Kingdom have concluded visa abolition agreements, when the standard fees of 10 gold francs and 1 gold franc for ordinary and transit visas respectively should be levied.

12. His Majesty's Consular Officers should bear in mind that in carrying out the above instructions they will be acting in a dual capacity. In granting visas to natives of the Arab Coast States for travel in the British Empire, they will be acting in their normal capacity. In granting visas to British and other foreign subjects for travel to the Arab Coast States, and in issuing to, or endorsing travel documents for, natives of these States, they will be acting on behalf of the States concerned.

13. Additional copies of this circular are enclosed herewith for transmission to the Consular Officers under your superintendence.

I am, &c.,
ROBERT VANSITTART.

His Majesty's Consular and
Passport Control Officers.

C. 98098/32 [No. 6].

No. 175.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 179.]

SIR, Foreign Office, S.W.1, 13th May, 1932.

WITH reference to the letter from this Department of the 22nd March last,* concerning the issue of travel documents for persons proceeding to, and for natives of, certain British Protectorates and certain Arab States, I am directed by Secretary Sir John Simon to state that on further consideration he considers that paragraph 10 of Circular T. 2117/593/378 of the 10th March last requires modification.

2. The fees for the Emergency Certificates to be issued by His Majesty's Consular Officers to subjects of the Arab Coast Principalities were fixed in accordance with the recommendation of the Political Resident in the Persian Gulf in his letter of the 26th July last†, a copy of which was enclosed with India Office letter of 21st September last, the rates being seven shillings and sixpence if issued by officers residing outside the Gulf, and one rupee if issued at places in the Gulf. These documents are Emergency Certificates of nationality, for which the fees will be remitted to His Majesty's Government in the United Kingdom, and it is desirable to have legal sanction for their collection. It is the practice in such circumstances for His Majesty's Consular Officers to levy the appropriate charge in the British Table of Consular Fees, and not the fees which may be levied for a similar service by the Government concerned, and Sir John Simon considers that the charge made at all posts, whether within or without the Gulf, should accordingly be Fee 79 in the Consular Table, which, with the addition of surtax, amounts to a total of six shillings and sixpence. Any possibility of cases of exceptional hardship arising from the levy

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* No. 174. † Sub-enclosure in No. 176.

of this sum at posts in the Gulf can be met by the waiver of the fee on the ground of destitution.

3. I am to inquire whether Secretary Sir Philip Cunliffe-Lister concurs in the issue of a supplementary circular in this sense.

4. A similar letter has been addressed to the India Office.

I am, &c.,
G. R. WARNER.

C. 98098/32 [No. 9].

No. 176.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 18th May, 1932.

THE Under-Secretary of State for India presents his compliments to Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter from the Foreign Secretary to the Government of India on the subject of travel facilities for Bahreinis, &c.

Copy also sent to Foreign Office.

Enclosure in No. 176.

SIR, Dated, Simla, the 7th September, 1931.

Travel Facilities for Bahreinis, &c.

WITH reference to your letter dated the 5th March, 1931, I am directed to forward a copy of a letter from the Honourable the Political Resident in the Persian Gulf, No. 1559, dated the 26th July, 1931, and to communicate the observations of the Government of India on letter from the Foreign Office to the India Office, dated the 26th February, 1931.

2. The Government of India agree that the necessary instructions may be embodied in a general circular. They are of opinion further that the circular should be communicated to all Consular and Passport Officers and not only to consular officials in certain specified territories. The proposed circular might also, it is suggested, explain the special relations subsisting between His Majesty's Government and the Arab States of the Persian Gulf.

3. In regard to sub-paragraphs (*a*), (*b*), and (*c*) of paragraph 1 (2) of Foreign Office letter of the 26th February, 1931, the Government of India concur in the views expressed by the Political Resident in the Persian Gulf in his letter that forms an enclosure to this communication.

4. The Government of India agree with the Foreign Office that fees for the grant of visas should be levied according to nationality on the same scale as British visa fees, except that nationals of countries with which His Majesty's Government have concluded visa abolition agreements should be charged 10 gold francs and one gold franc and one gold franc for ordinary and transit visas respectively. They also agree that it should be made clear that 'Iraqis require visas for entry into the territories to which this correspondence especially relates.

5. As regards paragraph 1 (4) of the Foreign Office letter, the Government of India do not consider that a previous reference should necessarily be made to the Political Resident in the Persian Gulf before visas are granted to British subjects desiring to travel to these territories. In connexion with the levy of a fee in such cases the Foreign Office letter mentions endorsements only, but the practice of the Government of India in dealing with British subjects proceeding to territories such as 'Iraq, &c., is to grant both an endorsement and a visa. The former is given gratis and a fee charged for the latter when a fee is leviable. The Government of India propose to continue this practice (since British subjects proceeding to Bahrein, &c., are " aliens ") and to charge standard fees of one and ten gold francs, respectively, for transit and

ordinary visas. In this connexion I am to invite attention to the memorandum from the Political Resident in the Persian Gulf, No. 948, dated the 12th May, 1931, forwarded with my weekly letter No. 75-M, dated the 4th June, 1931.

I have, &c.,
W. WYLIE,
(for Foreign Secretary to the Government of India)

The Under-Secretary of State for India,
Political Department,
India Office.

(No. 1559 of 1931.)

British Residency and Consulate-General,
Bushire. 26th July, 1931.

SIR,

I HAVE the honour to acknowledge the receipt of your despatch No. D. 968-G/31 of 7th May, 1931, and to reply to the points raised therein as follows:—

(*a*) There do not appear to me any objections to embodying the instructions issued to His Britannic Majesty's Consul, Basrah, in a general circular letter to all passport and Consular officers. In this connexion please see Colonel Biscoe's despatches No. 1784 of 2nd August, 1930 (last paragraph) and No. 39 of 8th January, 1931 (third paragraph), on the subject of granting visas to persons desirous of travelling to Arab Coast principalities.

(*b*) I would submit for your consideration the following proposals regarding the travel facilities to be accorded to subjects of the Persian Gulf States by His Majesty's Consular officers:—

(1) Consular officers should recognize Bahreini and Muscati passports bearing the signature and seal of the respective Political Agents in those States and extend their good offices to the holder. Such good offices to include the endorsement, at the officer's discretion, of Bahreini and Muscati passports for travel to countries not already specified, and the granting of visas at standard rate for travel to British territory.

Holders of Kuwait Certificates of Identity signed and sealed by the Political Agent and of Trucial Oman Certificates of Identity signed and sealed by the Residency Agent, Shargah, should be similarly treated In the event of persons without papers alleging to be subjects of Bahrein, Kuwait, Muscat or any of the Trucial Sheikhs, applying for travel facilities, the procedure laid down in paragraph 2 of Foreign Office despatch No. 20 of 31st March, 1930, should be adhered to. When the applicant desires only to return to his place of origin, however, and is pressed for time, telegraphic reference (reply paid six words at applicant's expense) may be made to the Political Agent concerned, or in the case of a native of Trucial Oman, to the Political Resident, and on receipt of the confirmatory reply emergency certificates may be issued valid only for the return journey.

(2) Subjects of all the Arab Coast Principalities should be referred to as " A " subject of the Sheikh of ....." An Emergency Certificate (on the lines of that given as Annex 5 to Chapter XXVI of the Consular Instructions) would be the only document issued to them by Passport or Consular Officers.

(3) Such Emergency Certificates if issued by officers residing outside the Gulf should be charged for at the rate of 7s. 6d., if issued at places in the Gulf the usual rate of Re. 1 may be charged (except in cases of destitution, when fees should be waived). Visas should be charged for at the rate of 1 gold franc and 10 gold francs. Endorsements should be charged for at the rate of 2s.

The main points to be borne in mind when dealing with Arab Coast passport problems are, I think, that the Consular or Passport Officer is acting in a dual capacity. Firstly, he is acting to a limited extent as Passport Officer for each Arab Coast Principality and Sheikhdom (see suggestions *re* Emergency Certificates and Endorsements in (*b*) (2) and (3) above, his position as regards the issue of visas to British and foreign

subjects for travel to Bahrein, Kuwait, and Muscat being somewhat similar to that of a British official acting as passport officer on behalf of the 'Iraq Government. Alternatively he is acting in his normal capacity as one of His Britannic Majesty's Consular or Passport Officers dealing with friendly aliens and as such will issue natives of the Arab Coast States with visas for travel in the British Empire and to British Mandatory Territory where such are necessary.

I have, &c.,
T. C. FOWLE,
Offg. Political Resident in the Persian Gulf.

The Foreign Secretary to the Government
of India, Simla.

C. 98098/32 [No. 10].

No. 177.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of a despatch from His Majesty's Representative, Jedda, on the subject of travel documents for Hadhramis.

Foreign Office,
20th May, 1932.

Reference to previous correspondence: Colonial Office letter, 18th February, 1932.*
Similar letter sent to India Office.

Enclosure in No. 177.

(No. 174.)

HIS Majesty's Chargé d'Affaires at Jedda presents his compliments to the Secretary of State for Foreign Affairs, and has the honour to transmit to him copy of a despatch to the Political Resident, Aden, on the subject of travel documents for Hadhramis.

British Legation,
Jedda,
18th April, 1932

Reference to previous correspondence: Foreign Office Circular despatch 10th March, 1932.

SIR, British Legation, Jedda, 18th April, 1932.

I HAVE the honour to inform you that I have received instructions, in Foreign Office Circular despatch of 10th March last, regarding travel documents for persons proceeding to, and for natives of, certain British Protectorates and Arab States. The sixth paragraph reads as follows:—

> "In the event of persons without papers claiming to be subjects of the Hadhramaut . . . . and applying for travel facilities, they should be invited to fill up a suitably drafted application form. These in the case of the Hadhramaut, should be forwarded to the Resident at Aden. . . . . If, however, the applicant desires only to return to his place of origin, and time is pressing, telegraphic reference may be made, at the expense of the applicant to....., the Political Resident, and on receipt of the confirmatory reply emergency certificates may be issued, valid only for the return journey."

2. As you are no doubt aware, in the return pilgrimage season this Legation annually receives applications from a large number of Hadhramis for travel documents to enable them to return home. Most of them claim to have lost their original Mokalla passports, or to have handed them over to other joint holders who returned home before

* No. 173.

them. In 1930 and 1931, for instance, 431 and 471 Emergency Certificates were issued by this Legation to Hadhrami travellers in this category. It is expected this year that, in view of the economic depression, more than 500 applications will be received in the four months following pilgrimage day.

3. As you are further aware, it has not been the practice in the past to refer these applications to you either by letter or by telegraph owing to the numerous applications that are received, in some cases at the rate of ten to fifteen a day, and in view of the long interval that would necessarily elapse before your sanction could be obtained.

4. Owing to the imminence of the return pilgrimage season I propose, subject to your concurrence, to continue to grant travel facilities to Hadhrami travellers as heretofore, and on receipt of your reply to approach His Majesty's Government with a view to modifying, in the case of this Legation, and in view of the exceptional circumstances ruling in the Hedjaz, the strict application of the provisions of paragraph six of the circular under reference.

5. If you see no objection to the course proposed, I should be grateful if you would so inform me by telegraph, so that I may be in a position to make the necessary arrangements before the commencement of the main return season.

6. I am sending a copy of this despatch to His Majesty's Principal Secretary of State for Foreign Affairs.

I have, &c.,
C. G. HOPE GILL.

The Political Resident,
Aden.

C. 98098/32 [No. 11].

No. 178.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies, and, by direction of the Secretary of State, transmits herewith copy of a despatch from His Majesty's Representative, Jedda, on the subject of travel documents for Hadhramis.

Foreign Office,
8th June, 1932.

Reference to previous correspondence: Colonial Office letter of 18th February, 1932.*
Similar letter sent to India Office.

Enclosure in No. 178.

(No. 201.)

Jedda, 7th May, 1932.

SIR,

WITH reference to my printed letter No. 174 of the 18th April regarding travel documents for natives of the Hadhramaut, I have the honour to inform you that the Political Resident at Aden has telegraphed his concurrence with my proposal not to change the existing practice at such short notice.

2. I trust that I have your approval. A report on the system in force will be submitted to you at the close of the return pilgrimage season and I shall inquire whether the sixth paragraph of your circular despatch No. T. 2117/593/378 of 10th March may then be reconsidered.

3. A copy of this despatch is being sent to the Political Resident at Aden.

I am, &c.,
C. G. HOPE GILL.

His Majesty's Principal Secretary of State
for Foreign Affairs.

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* No. 173.

C. 98098/32 [No. 7].

No. 179.

COLONIAL OFFICE to FOREIGN OFFICE.

SIR, Downing Street, 11th June, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge receipt of your letter of the 13th May,* and to request you to inform Secretary Sir John Simon that, so far as this Department is concerned, he concurs in the issue of the supplementary circular suggested therein, regarding the issue of travel documents for persons proceeding to, and for natives of, certain British Protectorates and certain Arab States.

I am, &c.,
O. G. R. WILLIAMS.

C. 98098/32 [No. 12].

No. 180.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 23rd June, 1932.

THE Under-Secretary of State for India presents his compliments to Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the Foreign Office on the subject of travel documents for Bahreinis, &c.

Reference to previous correspondence: Letter to the India Office of the 11th June, 1932.†

Enclosure in No. 180.

SIR, India Office, Whitehall, London, S.W.1, 22nd June, 1932.

I AM directed by the Secretary of State for India to refer to your letter of the 13th May,* regarding the proposed modification of paragraph 10 of Foreign Office circular T. 2117/593/378, of the 10th March, concerning the issue of travel documents for persons travelling to, and for natives of, certain British Protectorates and certain Arab States.

2. In reply I am to say that Secretary Sir Samuel Hoare is consulting the Government of India on the proposal to levy a fee of 6s. 6d. for emergency certificates issued, whether within or without the Gulf, and on receipt of their reply a further letter will be addressed to you.

3. With reference to paragraph 4 of your letter, I am to say that no action appears to be necessary at present in connexion with the memorandum from the Political Resident in the Persian Gulf No. 1034, dated 22nd May, 1931, copy of which was forwarded to the Foreign Office with India Office printed letter of 8th July, 1931.

4. I am to enclose copy of a letter from the Government of India, with its enclosure, regarding a suggestion made to them by the Political Resident in the Persian Gulf that the charge for visas for Bahreinis and Nejdis and Indians travelling between Bahrein and India should be reduced to Rs. 1 in each case, and that the fee should be the same for both transit and ordinary visas. It will be seen that the Government of India suggest a correction slip amending paragraph 8 of the Foreign Office circular so as to provide as a temporary measure for a fee of one rupee for ordinary and transit visas for British subjects proceeding to Bahrein. I am to inquire whether any objection is seen to the issue of an amendment slip in the sense desired by the Government of India and, if it is not desired to take this course, whether Sir John Simon sees any objection to the Government of India themselves issuing instructions to local authorities in India to charge temporarily the one rupee fee instead of those charged in India at present to Indians proceeding to Bahrein and Nejd.

I am, &c.,
J. C. WALTON.

The Under-Secretary of State,
Foreign Office.

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* No. 175. † C. 98098/32 [No. 8] not printed

SIR, Simla, 5th May, 1932

Fee for visas for India issued to Bahreinis and Nejdis.

With reference to the correspondence ending with letter from the Government of India in the Foreign and Political Department dated the 7th September, 1931, I am directed to forward a copy of letter No. 494, dated the 29th February, 1932, from the Honourable the Political Resident in the Persian Gulf, suggesting that the charge for visas for India issued to Bahreinis and Nejdis and visas granted to Indians proceeding to Bahrein should be reduced to Re. 1 in each case and that the fee should be the same for both transit and ordinary visas.

2. For the reason stated in the Political Resident's letter the Government of India support his proposal at any rate as a temporary measure and I am accordingly to request that, if His Majesty's Government see no objection, a correction slip amending paragraph 8 of Foreign Office Circular No. T. 2117/593/378, dated the 10th March, 1932, concerning the issue of travel documents or persons proceeding to, and for natives of, certain British Protectorates and certain Arab States, may be issued temporarily reducing the fee payable for ordinary and transit visas for Bahrein and Nejd to Re. 1.

I have, &c.,
H. W. METCALFE
(for Foreign Secretary to the Government of India).

To the Under-Secretary of State for India,
Political Department,
India Office, London.

Copy of a memorandum No. 494, dated Bushire, the 29th February, 1932, from the Honourable the Political Resident in the Persian Gulf, to the Foreign Secretary to the Government of India, New Delhi.

Reference Foreign and Political Department letter dated the 17th February, 1931, to the Government of Bombay.

2. In that letter it was laid down that the fees for visas to Bahrein should be the standard fees of one and ten gold francs respectively for transit and ordinary visas and reciprocal charges are levied for visas granted to Bahrein subjects and also for Nejd subjects proceeding to India.

3. The Political Agent, Bahrein, has represented to me that these charges are in many cases very onerous, and Yusaf Yasin, Secretary to His Majesty King Bin Saud, raised the same question with me during my recent visit to Hasa. Captain Prior has pointed out that many of the persons who visit India from Bahrein are petty shopkeepers going down to replenish their stocks, &c., and they are frequently accompanied by one or two members of their family and possibly a servant. Similarly, many of the Indians who come to Bahrein are of the same sort of position and earn their living as assistants in shops, clerks, &c. The British India Steam Navigation Company deck fares from India to the Gulf are already high and to call on such persons to pay perhaps Rs. 28 or Rs. 35 extra for a family party (at Rs. 7 per head) is certainly a very substantial tax. Yusaf Yasin asked me if I could also get it reduced for Nejdis.

4. I consider these representations merit sympathetic consideration; a reduction would benefit Indians as well as Bahreinis and Nejdis. The poorer members of the mercantile community are passing through difficult times at present, and I think it behoves us to help them if we can. I would therefore suggest that in future the charge for visas for India issue to Bahreinis and Nejdis and *vice versa*, *i.e.*, visas granted to Indians proceeding to Bahrein should be reduced to Rs. 1 in each case. This fee might be the same for both transit and ordinary visas.

C. 98098/32 [No. 13].

No. 181.

INDIA OFFICE to COLONIAL OFFICE.

India Office, 27th July, 1932.

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State, Colonial Office, and begs to transmit to him copy of a letter to the

Foreign Office (and enclosures) on the subject of Arab Air Route: Passports for passengers.

Reference to previous correspondence: Letter from the India Office of the 23rd June, 1932.*

Copy also sent to Air Ministry.

Enclosure in No. 181.

SIR, India Office, Whitehall, London, S.W.1, 26th July, 1932.

I AM directed by the Secretary of State for India to forward for the information of the Secretary of State for Foreign Affairs a copy of the correspondence with the Political Resident in the Persian Gulf and with the Government of India on the subject of the arrangements to be made in respect of passports for passengers travelling by the Arab Air Route. Sir Samuel Hoare agrees with the Government of India in regarding Sir Hugh Biscoe's proposals as suitable, and subject to any observations which Sir John Simon may have to offer he proposes to approve them.

2. Copies of this letter are being sent to the Colonial Office and the Air Ministry.

I am, &c.,
J. C. WALTON.

The Under-Secretary of State,
Foreign Office.

(No. 1263.)

The Honourable the Political Resident in the Persian Gulf and His Majesty's Consul-General at Bushire, presents his compliments to His Majesty's Principal Secretary of State for India, India Office, London, and has the honour to transmit to him a copy of a despatch to and a telegram from the Foreign Secretary to the Government of India, Simla, on the subject of passports for Imperial Airways passengers travelling along the Arab coast.

British Residency and Consulate-General,
Bushire,
18th June, 1932.

(No. 1211 of 1932.) British Residency and Consulate-General,

SIR, Bushire, 14th June, 1932.

IN connexion with the projected transfer of the civil air route from the Persian to the Arab side, it is necessary to review the question of passport requirements for passengers travelling along the Arab coast.

2. The latest instructions regarding travel documents required by persons proceeding to Bahrein, Kuwait, Muscat, and Oman and the Trucial Sheikhdoms are contained in Foreign Office Circular No. T. 2117/593/378 of 10th March, 1932. I am informed that Imperial Airways propose to stop at Kuwait only if there are passengers who wish to embark or disembark at that place. At Bahrein they will halt to refuel; at Shargah there will be a night halt, while at Gwadur also they will halt to refuel. I would suggest, therefore, that in the case of passengers, either British or foreign, booked to proceed by east-bound aeroplane to India, they should not be required to obtain either visas or endorsements for any of the Arab Principalities, and similarly passengers by west-bound aeroplane would not require visas or endorsements for the Arab Principalities if they are booked to proceed to Basrah or places beyond. Passengers wishing to stop at Kuwait, Bahrein, Shargah, or Gwadur (Muscat territory) or to break their journey at any of those places should be required to comply with the usual passport procedure prescribed in the circular, and Messrs. Imperial Airways should be requested to ensure that passengers are in possession of the requisite vivas before issuing tickets to those places.

I am sending a copy of this dispatch to His Mejesty's Secretary of State for India.

I have, &c.,
H. V. BISCOE,
Political Resident in the Persian Gulf.

The Foreign Secretary to the Government of India,
Simla.

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* No 180.

GOVERNMENT OF INDIA, FOREIGN AND POLITICAL DEPARTMENT, TO SECRETARY OF STATE FOR INDIA.

(Received 12.45 p.m., 16th July, 1932.)

TELEGRAM.

16th July. 1588. Addressed to Secretary of State for India and repeated to Bushire.

Reference Bushire despatch, 1211, 14th June. We concur in Resident's suggestion

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C. 98098/32 [No. 14].

No. 182.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 15th August, 1932.)

(No. 147.)

SIR, The Residency, Aden, 3rd August, 1932.

I HAVE the honour to invite your attention to a distinction that is drawn by the Foreign Office between the Aden Protectorate and the Hadhramaut (*vide* " General Instructions to His Majesty's Consular Officers "—Annex to Chapter XXII (June, 1930) wherein the latter territory is described as the " coastal area of Southern Arabia lying between the Aden Protectorate and the Sultanate of Muscat and Oman ").

2. This distinction is further emphasized in Foreign Office Circular No. T. 2117/593/378 of the 10th March, 1932,* on the subject of travel documents for persons proceeding to, and for natives of, certain British Protectorates and certain Arab States.

3. I am not aware of the reasons that have prompted the Foreign Office in their separation of the Hadhramaut from the rest of the Aden Protectorate for the purposes of Consular Instructions.

4. The Hadhramaut is a geographical expression, and the only occasion known to me on which it has been used in a political sense in any document appertaining to political relations is in the Agreement of 1918 between the Kathiri and Quaiti Sultans, in Article I of which it is said " that the district of the Hadhramaut is one district and that it is a dependency of the British Government under the Sultan of Shehr and Mukalla." For all practical purposes the Hadhramaut may be defined as the territory lying between Wadi Hadhramaut and the sea, the inhabitants of which are subject either to the Kathiri Sultan or to the Sultan of Shehr and Mukalla. It does not include the territories of the Wahidi Sultans of Balahaf and Bir Ali nor those of the Mahri Sultan of Qishn, all of whom are in separate treaty relations with His Majesty's Government.

5. The Treaties between His Majesty's Government and the Chiefs in the Aden political sphere who are under British protection are all similar in form and intention; there appears therefore to be no justification for the distinction drawn by the Foreign Office between the " Aden Protectorate " and the " Hadhramaut "; and it is in my opinion misleading.

6. I recommend that the " Aden Protectorate " be regarded as including the " Hadhramaut " and as extending to the western limits of the Sultanate of Muscat and Oman; and that the Foreign Office Instructions referred to be amended accordingly.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 98098/32 [No. 17].

No. 183.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 184.]

SIR, Downing Street, 19th October, 1932

I AM directed by Secretary Sir Philip Cunliffe-Lister to transmit to you, to be laid before Secretary Sir John Simon a copy of a despatch† from the Resident at

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* Enclosure in No. 174. † No. 182.

Aden in which he invites attention to a distinction which is drawn by the Foreign Office between the Aden Protectorate and the Hadhramaut (*vide* " General Instructions to His Majesty's Consular Officers "—Annex to Chapter XXII (June, 1930), wherein the latter territory is described as the " coastal area of Southern Arabia lying between the Aden Protectorate and the Sultanate of Muscat and Oman ").

2. Sir Philip Cunliffe-Lister would be glad, provided that Sir John Simon sees no objection, if the General Instructions may be amended in the sense desired by the Resident.

I am, &c.,
H. R. COWELL.

C. 98098/32 [No. 21].

No. 184.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 185.]

SIR, Foreign Office, S.W.1, 23rd November, 1932.

WITH reference to the letter from this Department of the 20th July last,* I am directed by Secretary Sir John Simon to transmit to you, herewith, to be laid before Secretary Sir Philip Cunliffe-Lister, a copy of a telegram from His Majesty's Chargé d'Affaires at Jedda relative to the position of natives of the Hadhramaut in Saudi Arabia.

2. While in Foreign Office Circular of the 10th March last, a copy of which was enclosed in Foreign Office letter of 22nd March last,† a distinction is drawn between natives of the Aden Protectorate and natives of the Hadhramaut, the Resident and Commander-in-Chief at Aden has, as Sir Philip Cunliffe-Lister is aware, recently suggested that the distinction of name between the two territories should be obliterated, and that all the tribes and tribal areas hitherto spoken of as being in the Hadhramaut should in future be spoken of as in the Aden Protectorate, since they are in fact in the same relation to His Majesty's Government in the United Kingdom as the tribes of the Aden Protectorate and since the whole area is supervised from Aden.

3. You will remember that the difference in treatment in regard to travel facilities between natives of the Aden Protectorate and natives of the Hadhramaut was made, in 1929, on the ground that the States of which the latter are subjects are not British Protectorates but States under British protection (see Foreign Office letter of the 5th September, 1929‡). In view, however, of the opinion now expressed by Colonel Reilly, and as Hadhramis in Saudi Arabia may be called upon to produce documentary proof of their nationality at short notice, Sir John Simon proposes, subject to Sir Philip Cunliffe-Lister's concurrence, to inform Mr Hope Gill by telegram that he is authorized where required to issue passports to natives of the Hadhramaut as British Protected Persons. Sir John Simon understands from Sir Andrew Ryan, His Majesty's Minister at Jedda, that a direct arrangement was reached between himself and Colonel Reilly before the issue of the Foreign Office Circular referred to above, to the effect that His Majesty's Legation at Jedda should issue such passports where proper and necessary. The conditions under which the passports should be issued were discussed with Mr. Champion, the Protectorate Secretary at Aden, during a visit to Jedda and full details of the procedure to be followed, *e.g.*, in regard to consulting the Residency at Aden in individual cases, are on record at His Majesty's Legation.

4. A similar letter has been addressed to the India Office.

I am, &c.,
G. R. WARNER.

Enclosure in No. 184.

His Majesty's Chargé d'Affaires, Jedda.

(Received 9.30 a.m., 29th October, 1932.)

TELEGRAM.

No. 196. 29TH OCTOBER. Your telegram No. 86. Indian Vice-Consul from Mecca that official *ad hoc* committee is demanding from all resident foreigners documentary proof of nationality, retaining proofs presented and allowing remainder

* C. 98166/32 [No. 8] : not printed. † No. 174. ‡ C. 69142/29 [No. 7] : not printed

15 days' grace for presentation, failing which they must choose between adopting Hejazi nationality and leaving the country within three months.

Having made sure that report is accurate I have addressed a note to the Minister for Foreign Affairs asking whether he can assure me that such action is not being taken or if taken is unauthorized and will be at once stopped and remedied, adding that in the contrary event I must make all reserves in respect of the action which I regard as contrary to the spirit of nationality law and language held by Sheikh Yusuf Yasin to Minister in 1931—see despatch No. 47.

It is unfortunate (though not I think premediated) that the first to suffer in Mecca have been Hadhramis who inhabit the quarter first tackled by committee. If Saudi Government persist in action it may be possible to include them generally not specifically in our reaction covering British subjects and protected persons' property.

Position here is complicated by the fact that many leading Hadhramis possess British passports issued at Addis Ababa, Batavia, &c., while I understand this Legation is debarred from issuing.

Position of all, however, may be endangered by reported intention of Saudi Government to evict foreigners wholesale. It is hardly conceivable that they can, but threat supported by some deportations may suffice to make considerable numbers renounce foreign status which is probably the Government's main objective. I may have to seek your instructions as to how far I can go in combating this.

C. 98098/32 [No. 22].

No. 185.

COLONIAL OFFICE to FOREIGN OFFICE.

SIR, Downing Street, 26th November, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge the receipt of your letter of the 23rd November,* relative to the position of natives of the Hadhramaut in Saudi Arabia.

2. I am to request you to inform Secretary Sir John Simon that Sir Philip Cunliffe-Lister concurs in the proposal to inform Mr. Hope Gill by telegram in the sense of paragraph 3 of your letter under reply.

I am, &c.,
O. G. R. WILLIAMS.

C. 98098/32 [No. 24].

No. 186.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 28th November, 1932.)

(No. 231.)

SIR, The Residency, Aden, 16th November, 1932.

I HAVE the honour to refer to Foreign Office Circular despatch of 10th March,† concerning travel documents for persons proceeding to certain British Protectorates and Arab States.

2. Since the instructions contained in this despatch have been in force, a period of five months, I have received from His Majesty's Consul-General at Batavia 27 references containing 78 applications for travel documents to the Aden Protectorate.

3. The reason for this large number of applications is that there are a large number of Arabs in the Netherlands East Indies who are either Hadhramis or descendants of Hadhramis born in the Netherlands East Indies (the former being British-protected subjects and the latter Dutch subjects), the majority of whom possess no valid travel documents. These people frequently wish to travel to their native country, the Hadhramaut, and, in accordance with paragraphs 6 and 7 of the above quoted despatch, may be issued with travel documents only after reference has been made first to Aden, and then to Mukalla, the port of the Hadhramaut.

4. This procedure entails much delay and consequent inconvenience to the applicants; and much additional clerical work to the Residency Office at Aden.

* No. 184. † Enclosure in No. 174.

5. In none of the 78 applications referred to above was an applicant's claim to be a Hadhrami found on investigation to be false, and it appears to me that these troublesome precautions are in fact unnecessary.

6. I therefore suggest that His Majesty's Consul-General at Batavia be authorized to use his discretion in all such cases, and that a previous reference to Aden should cease to be obligatory.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 98098/32 [No. 28].

No. 187.

INDIA OFFICE to FOREIGN OFFICE.

(Copy received in Colonial Office, 5th December, 1932.)

SIR, India Office, Whitehall, London, S.W.1, 1st December, 1932.

WITH reference to Foreign Office letter 23rd November, 1932,* relative to the position of natives of the Hadhramaut in Saudi Arabia, I am directed by the Secretary of State for India to say that, subject to the views of the Secretary of State for the Colonies, he concurs in the proposal of the Secretary of State for Foreign Affairs to inform His Majesty's Chargé d'Affaires at Jedda by telegram that he is authorized where required to issue passports to natives of the Hadhramaut as British protected persons.

A copy of this letter is being sent to the Colonial Office.

I am, &c.,
J. C. WALTON.

C. 98098/32 [No. 29].

No. 188.

FOREIGN OFFICE to HIS MAJESTY'S REPRESENTATIVE, JEDDA.

(Sent 1.32 p.m., 6th December, 1932.)

TELEGRAM.

(Copy received in Colonial Office 8th December, 1932.)

No. 152. YOUR telegram No. 196 of 29th October.† You are authorized to issue passports as British protected persons to Hadhramis where necessary. Conditions under which this should be done were dicussed between Sir A. Ryan and Mr. Champion last year and are embodied in record of discussion in Legation archives.

C. 98098/32 [No. 26].

No. 189

COLONIAL OFFICE to FOREIGN OFFICE.

SIR, Downing Street, 12th December, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to acknowledge the receipt of your letter of the 1st December,‡ regarding the grant of travel facilities to Aden or the Hadramaut by His Majesty's Consul-General at Batavia to Hadhramis or descendants of Hadhramis born in the Netherlands East Indies, and to transmit to you, to be laid before Secretary Sir John Simon, a copy of a despatch§ from the Resident at Aden on the subject.

2. Sir Philip Cunliffe-Lister sees no objection to the modified procedure recommended by the Resident at Aden and His Majesty's Consul-General at Batavia for dealing with future applications of this nature.

3. A copy of this letter is being sent to the India Office.

I am, &c.,
O. G. R. WILLIAMS.

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* No. 184. † Enclosure in No. 184. ‡ C. 98098/32 [No. 25]: not printed. § No. 186.

5. CONTROL OF ADENESE SEAMEN.

(i) General Arrangements.

C. 69282/29 [No. 1].

No. 190.

MR J. G. LAITHWAITE (INDIA OFFICE)
to
MR. S. ROBINSON (COLONIAL OFFICE).

[*Answered by No.* 191.]

DEAR ROBINSON, Whitehall, S.W.1, 10th January, 1929.

UNDER the Alien Coloured Seamen Order, all alien coloured seamen then in this country were registered in 1925. An unregistered coloured seaman cannot obtain work on a foreign-going vessel, and in view of the recent influx of such persons from Aden through illicit channels, it is, I understand, the present practice of the Home Office to refuse to register any more coloured seamen unless the applicant can show that he is a specially deserving case.

2. If he can show that he is a British subject he is, of course, exempt from registration, and a number of these men who claim to be Adenese have been applying for special certificates of nationality to the High Commissioner for India, who has been dealing with them in consultation with this Office. The practice has been that their applications are sent to Aden for investigation. If they prove to be British subjects or aliens they present no difficulty. If, however, they prove to be protected persons, the situation is less simple, since protected persons are considered aliens for the purpose of the Coloured Seamen Order.

3. We find on investigation that the bulk of the Adenese applications for investigation received by us appear to refer to protected persons. The High Commissioner reports that the total number of applications is 99, of these 4 are outstanding, 10 have been reported to be aliens, 11 are unknown, and 74 have been reported as British protected persons. In no case has an applicant been found to be a British subject. Having regard to the great preponderance of protected cases, we think that it would be preferable that responsibility for these cases should in future rest with the Colonial Office, who would no doubt deal with them in the same way as they deal with similar cases arising in connexion with Somaliland, save where it is clear that the man concerned belongs to the Aden Settlement. I understand that the Colonial Office are familiar with the discussion which has been going on, and I have been shown the minutes of a conference held at the Home Office on the 5th November, 1928, to consider the question generally and attended by Freeston and Machtig on behalf of the Colonial Office. Perhaps you would let me know what your views are on the point, and we could then, if necessary, deal with it officially. It bears a certain general resemblance to the question we discussed last year as regards departmental responsibility for deportations to Aden: but in that case the Settlement was principally concerned, and we therefore agreed to take the matter over.

Yours, &c.,
J. G. LAITHWAITE.

C. 69282/29 [No. 2].

No. 191.

MR. S. ROBINSON (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

DEAR LAITHWAITE, Downing Street, 7th February, 1929.

IN reply to your letter of the 10th of January,* we agree that we should take over the cases arising under the Aliens Coloured Seamen Order in connexion with Aden and the Aden Protectorate.

You will no doubt inform the High Commissioner for India and, I suppose, the Home Office should also be informed. Perhaps it is also desirable that the Resident should be told of the change. We will, however, do nothing unless you ask us to acquaint the Home Office and the Resident.

Yours, &c.,
S. ROBINSON

C. 69282/29 [No. 7].

No. 192.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies, and, by direction of the Secretary of State, transmits herewith copy of a despatch from His Majesty's Consul-General, Marseilles, on the subject of the documents issued to coloured seamen for such observations as Mr. Amery may desire to offer.

Foreign Office,
25th March, 1929.

Reference to previous correspondence: Colonial Office letter of 19th January, 1928.†
Similar letter sent to Home Office and India Office.

Enclosure in No. 192.

(No. 31.)

SIR, British Consulate-General, Marseilles, 15th March, 1929.

WITH reference to my despatch No. 151 of the 11th December last, transmitting memorandum by Mr. Acting Vice-Consul Smith relative to the issue of identity papers to coloured seamen, I have the honour to report that I have been approached on this subject by Mr. Dhubert, Commissaire Special des Ports, accompanied by a Delegate from the Ministry of the Interior, who informs me that Arabs from Aden are now arriving at this port on a new form of *laissez-passer*, copy of which is transmitted herewith.

2. In view of the discussions which have recently taken place between Paris and the home Government with regard to the admission of coloured seamen into the United Kingdom, I have been asked to state whether the above *laissez-passer* can be considered as valid passports and, pending official confirmation to that effect, I have replied in the affirmative on the grounds that as these documents were issued by the Residency at Aden there could be no reason to doubt the nationality of the holders.

3. I have the honour to request that I may be informed as to the views of the Home Office with regard to the validity of the above-mentioned *laissez-passer*.

I have, &c.,
SPENCER S. DICKSON.

His Majesty's Principal Secretary of State for Foreign Affairs,
Foreign Office, London, S.W.1.

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* No. 190. † C. 60045/29 [No. 3]: not printed.

(No. 1196.)

The Residency, Aden, the of February, 1929

THERE is no objection to Ali Saleh a native of Shaab whose photograph is affixed and left thumb print is impressed below, proceeding from Aden to Marseilles.

First Assistant Resident.
Signature.

Photograph.

L.T.I. of

Au verso.

Vu à l'Agence Consulaire de France à Aden.
Bon pour se rendre à Marseille par la voie de mer.
Visa valable pour la durée d'un mois.
Aden, le 27 février 1929.
L'Agent Consulaire de France.

(Stamp.)

Commissariat Special
Vu au Débarquement.
7 mars 1929.
Marseille.

A déclaré ne pas venir en France pour y occuper un emploi salarié

C. 69282/29 [No. 3].

No. 193.

MR. F. J. ADAMS (OFFICE OF THE HIGH COMMISSIONER FOR INDIA)

to

MR. S. ROBINSON (COLONIAL OFFICE).

42, Grosvenor Gardens,
London, S.W. 1, 13th April, 1929.

DEAR MR. ROBINSON,

WITH reference to the correspondence between you and the India Office and to our subsequent discussion regarding the transfer to you of the work connected with the issue of special nationality certificates so far as seamen from Aden and the Adenese Protectorate are concerned, we have, as you agreed, finished off the few outstanding cases by the issue of certificates, and all further matters that may come to this Office will be transferred to you for disposal.

I understand that you are already fully acquainted with the origin of the grant of these certificates, viz., the Special Restriction (Coloured Alien Seamen) Order, 1925, and that it is unnecessary for me to go into the matter in any detail. All that is apparently necessary is to send you a copy of the two forms we have used, which I accordingly enclose. The Declaration Form we send in original with one photograph to the Political Resident, Aden, for inquiry. He returns it with his report, and if this is satisfactory we prepare a certificate and send it to the Home Office (copy letter form enclosed) with the original declaration for issue to the applicant by the local Police. The Police obtain the applicant's receipt for the certificate on the declaration, which then comes to us for permanent retention in our files.

One point arises—as to the form of certificate. The copy enclosed is in "British subject" form. All the cases we have had from Aden have been from the Protectorate, and the term "British subject" has therefore not been applicable to them. We were therefore proposing, after consultation with the Home Office, to print a Certificate in "British protected person" form in a distinctive colour. But a British protected person is not exempt from the provisions of the Coloured Alien Seamen Order, and the Home Office could give us no guarantee that such a person holding one of our certificates would be allowed to register under the Order. It therefore seemed questionable whether we should continue to issue certificates to British protected persons from Aden, and we accordingly held up the printing of distinctive certificates for further consideration. Meanwhile the suggestion of transfer to you came up, and the matter was abandoned. And pending transfer we have used the "British subject" certificate, substituting the words "British protected person" in ink.

The figures of Adenese cases dealt with from the inception of the scheme to date are as follows :—

Total applications, 125.	
Outstanding (under reference to their Political Resident, Aden)	5
British subjects	Nil
British protected persons (certificates issued)	73
Unknown or untraceable	11
Aliens	36
	125

It seems unnecessary to transfer all these files to you; it will probably suffice if we place them at your disposal as they may be required. It may, however, help you to have a list of the persons concerned, and I accordingly enclose such a list.*

Should any further special points arise on which we may have some information, we will of course place that information at your disposal. Meanwhile, if there is anything further on which you would like to have information immediately, perhaps you would kindly let me know.

We are telling the India Office and the Home Office that we have transferred matters Adenese as respects special nationality certificates to you as from to-day.

Yours, &c.,
F. J. ADAMS.

Enclosure 1 in No. 193.

AFTER COMPLETION THIS FORM SHOULD BE SENT TO THE SECRETARY TO THE HIGH COMMISSIONER FOR INDIA, GENERAL DEPARTMENT, 42, GROSVENOR GARDENS, LONDON, S.W.1

Declaration to be made by a Coloured Seaman claiming to be a British Subject belonging to British India (including Aden) and applying for a Special Certificate of Nationality.

(a) Write here date and town where staying when filling in form.

(a).....192

(b) Full names in block capitals.

(b)
I, the undersigned
.....

(c) Name of ship or present address.

(c)
at present residing at
.....

(d) British subject.

(d)
hereby declare that
I am a .....

(e) Village or town and district and province in which born.

(e)
having been born
at .....

(f) Year and approximate date of birth.

(f)
on the ..... and I hereby apply for a special certificate of British nationality in connection with the Special Restriction (Coloured Alien Seamen) Order, 1925.

(g) Signature if able to write in English characters, or left thumb print (*if unable to sign in English characters*).

(g) .....

---

* Not printed.

Additional Details.

Race and caste (or, in the case of Adenese tribe and sub-tribe).
Indian home (*i.e.*, full address in village or town) and District.
Father's name and address (*i.e.*, full name and address in village or town) and District.
Names and addresses of any persons in India (or Aden) who can verify the above statements, including, in the case of Adenese, name of Local Agent with full address.

Photograph.

One spare copy to be attached.

Description.

Age
Build
Height in boots
Distinctive marks (including scars, deformities, tatoo marks, &c.)

Enclosure 2 in No. 193.

DRAFT LETTER TO THE UNDER-SECRETARY OF STATE, HOME OFFICE.

SIR,

I AM directed by the High Commissioner for India to forward copy of correspondence regarding who has applied for a special certificate of nationality. It will be observed that the particulars given in the Declaration are stated to be correct, and I am accordingly to ask that if the Secretary of State for Home Affairs sees no objection, arrangements may be made for the completion of the enclosed certificate and its issue to the applicant.

No.....

CERTIFICATE OF NATIONALITY AND IDENTITY ISSUED TO A BRITISH INDIAN SEAMAN.

THIS IS TO CERTIFY that

Place of birth
.....
Date of birth
whose signature (or left thumb print) and photograph are attached, is a BRITISH SUBJECT by birth, and that the particulars stated hereon have been verified to the satisfaction of the Government of India.
Race and Caste (or Tribe and Sub-Tribe)
Indian home
Father's name and address
Build and height in boots
Distinctive marks
Name of local agent in Aden
Specimen signature or left thumb print (if unable to write in English characters) to be affixed here :

Signed by order of the Government of India,

.....
Secretary to the High Commissioner for India.

OFFICE OF THE
HIGH COMMISSIONER FOR INDIA,
LONDON.

Date.....

C. 69282/29 [No. 8].

No. 194.

INDIA OFFICE to COLONIAL OFFICE.

[*Answered by No.* 198.]

Whitehall, London, S.W.1, 19th April, 1929.

SIR,

WITH reference to recent demi-official correspondence regarding the transfer to your Department of cases arising under the Alien Coloured Seamen Order in connexion with Aden and the Aden Protectorate, I am directed by the Secretary of State for India in Council to inform you that he learns from the High Commissioner for India that the work was transferred as from the 13th April.

In this connexion, attention is invited to Foreign Office letter of 25th March,* regarding the issue of documents to coloured seamen. This matter appears to concern both the Passport Regulations of the Aden Settlement, which are a matter for the consideration of the Government of India, and the position of Adenese seamen under the Coloured Alien Seamen Order, which is now being dealt with by your Department.

His Lordship's views on the matter are expressed in the enclosed draft letter to the Government of India, requesting that certain instructions may be conveyed to the Resident at Aden as regards the issue of *laissez-passer* to natives of the Aden Settlement. I am to inquire whether Mr. Secretary Amery concurs in the terms of the draft; and if so whether he is prepared to issue corresponding instructions to the Resident in respect of the Protectorate.

Copies of this letter are being sent to the Foreign Office, Home Office, and the High Commissioner for India.

I am, &c.,
E. J. TURNER.

Enclosure in No. 194.

DRAFT LETTER.

The Secretary to the
Government of India,
Commerce Department.

Issue of Special Certificates of Nationality to Indian Seamen.

SIR,

WITH reference to correspondence ending with your letter of 11th August last, I am directed by the Secretary of State for India in Council to inform you that a working arrangement has now been made with the Colonial Office, under which that Department deals with all cases arising under the Alien Coloured Seamen Order in connexion with Arabs both from the Aden Protectorate and the Aden Settlement.

In this connexion I am to forward, for consideration, copy of a letter from the Foreign Office from which it appears that the Resident at Aden is issuing *laissez-passer* which do not conform to any rulings known to this office. It is probable that many, if not most, of the recipients of these documents, hope to enter this country in order to seek employment as seamen, and, as the Government of India are aware, their admittance to this country depends on whether they can satisfy the Immigration authorities that they are British subjects. For this reason, any *laissez-passer* issued to a native of the Aden Settlement should state definitely that he is a British subject and should give the particulars, duly verified, of his birthplace, &c., which are required in the case of a Special Certificate of Nationality for Coloured Seamen. I am to suggest that the Resident at Aden should be instructed accordingly.

Any instructions as to the issue of such documents to natives of the Aden Protectorate will be issued by the Colonial Office.

C. 69282/29 [No. 4].

No. 195.

COLONIAL OFFICE to HOME OFFICE.

SIR,

Downing Street, 20th April, 1929.

I AM directed by Mr. Secretary Amery to refer to the arrangements of which it is understood that Sir W Joynson-Hicks has already been informed by the India Office, whereby the duties hitherto undertaken by the High Commissioner for India in respect of the issue of certificates of nationality in connexion with the registration of Adenese seamen under the Special Restriction (Coloured Alien Seamen) Order, 1925, to British subjects from the Aden Settlement and to British protected persons from the Aden Protectorate have now been taken over by this Department.

2. I am to state that, in the case of individuals whose claims to be British subjects have been established by reference to the Resident at Aden, it is proposed to prepare certificates in similar form to those issued in the past by the High Commissioner for India, and to forward them to the Home Office for completion and issue.

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* No. 192.

3. Mr. Amery has, however, under consideration the question whether the practice of issuing certificates to British protected persons from Aden establishing their identity as such, should be further continued. As Sir W. Joynson-Hicks is aware, it was agreed at a Conference held at the Home Office on the 5th November, 1928, that it would, in future, be preferable not to issue certificates in such cases; but it is understood that the alternative procedure then proposed has not, in practice, been adopted for reasons of which Mr. Amery is not fully informed.

4. If, as he understands, a certificate establishing an individual's identity as a British protected person does not in fact serve any useful purpose, he would propose that the practice of issuing any form of certificate in such cases should be abandoned forthwith, and that, in future the information regarding the identity of any British protected Adenese seaman, which had been obtained as a result of inquiry from the Resident at Aden, should merely be forwarded to the Home Office for information. Mr. Amery would be glad to learn whether Sir W. Joynson-Hicks concurs in the adoption of this course.

I am, &c.,
C. W. DIXON.

C. 69282/29 [No. 9].

No. 196.

HOME OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State, Home Office, presents his compliments to the Under-Secretary of State, Colonial Office, and transmits copy of letters addressed to the India Office and Foreign Office on the subject of the new form of *laissez-passer* carried by Arabs travelling from Aden to Marseilles.

Home Office,
20th April, 1929.

Reference to previous correspondence: Foreign Office letter of 25th March, 1929.*

Enclosure 1 in No. 196.

Home Office, Whitehall, 20th April, 1929.

SIR,

I AM directed by Secretary Sir William Joynson-Hicks to refer to the Foreign Office note of the 25th March covering a copy of a despatch from His Majesty's Consul-General at Marseilles regarding a new form of *laissez-passer* carried by Arabs travelling from Aden to Marseilles, and to request you to inform Lord Peel that, while he does not wish to object to the issue of such documents, it seems desirable that they should contain a definite statement that the holder is a British subject or a British protected person, as the case may be. It is assumed that they are not issued to persons who do not come within either of these categories.

Copies of this letter have been sent to the Foreign Office and the Colonial Office. A copy of the reply which has been returned to the Foreign Office note is enclosed herewith.

I am, &c.,
JOHN PEDDER.

The Under-Secretary of State,
India Office.

Enclosure 2 in No. 196.

Home Office, Whitehall, 20th April, 1929.

SIR,

I AM directed by Secretary Sir William Joynson-Hicks to refer to the Foreign Office note of the 25th March covering a copy of a despatch from His Majesty's Consul-General at Marseilles regarding a new form of *laissez-passer* carried by Arabs travelling from Aden to Marseilles and to transmit to you, for the information of Secretary Sir Austen Chamberlain, the enclosed copy of a letter on this subject which has been addressed to the India Office.

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* No. 192.

Subject to the suggestion made in that letter, Sir William Joynson-Hicks does not desire to raise objection to the French authorities being informed that these documents may be regarded as satisfactory evidence of the national status of the holder. He thinks it right, however, to point out that any person described in such a document as a British protected person will be regarded as an alien on arrival at a port in the United Kingdom and will be required to satisfy an Immigration Officer that he may properly be given leave to land under the provisions of the Aliens Order, 1920.

Copies of this letter have been sent to the India Office and the Colonial Office.

I am, &c.,
JOHN PEDDER

The Under-Secretary of State,
Foreign Office.

C. 69282/29 [No. 19A].

No. 197.

NOTES OF A CONFERENCE HELD AT THE COLONIAL OFFICE ON THE 3RD OF MAY, 1929.

Present:

MR. COWELL, MR. SIDEBOTHAM, } Colonial Office.
MR. BAINES, India Office.
MR. ADAMS, High Commissioner's Office, India.
MR. FORBES, Foreign Office.
MR. STAFFORD, Passport Office.
MR. ROBINSON, MR. BROOK, } Home Office.

MR COWELL said that there were two matters which called for consideration :—

(1) whether certificates of nationality should continue to be issued to British protected seamen from Aden, and

(2) whether the travel documents to be issued by the Resident at Aden to British protected persons should be issued under instructions from the Secretary of State for the Colonies or from the Indian Government.

As regards the first of these, the Colonial Office had proposed that the arrangements agreed to at the earlier Conference held at the Home Office on the 5th of November, 1928, should be adhered to, and that the issue of these certificates to British protected persons should in future be discontinued.

MR. ROBINSON referred to the reasons which had given rise to the earlier decision, and explained the circumstances in which that arrangement had not been adhered to.

MR. ADAMS referred in particular to the insistent requests of certain boarding-house keepers in South Shields for the issue of these certificates to Adenese boarding with them.

MR FORBES suggested that if it was decided to abolish the issue of the certificate, it was desirable to have an answer ready in the event of a Question being asked in the House of Commons. He thought that the answer should be a plain statement to the effect that the individual in question had arrived illegally in this country, and that His Majesty's Government were not therefore prepared to assist him to compete in the labour market with others who had entered the country legally. After further discussion, it was agreed that the issue of the certificates to British protected persons should be discontinued, the general procedure being as follows :—On receipt of the application for a certificate, the Colonial Office would forward the application to the Resident at Aden, with the request that the man's identity should be established. On receipt of the Resident's reply establishing an applicant's identity as a British protected person, the particulars would be forwarded to the Home Office, who would cause the applicant to be informed through the Police that his claim to be a British subject had not been established, and that no certificate could be issued to him. The Home Office could then consider on merits the question of his registration under the Special Restrictions (Coloured Alien Seamen) Order, 1925.

MR ADAMS undertook to continue to issue the necessary certificates in the case of British subjects from Aden after their identity had been established by the Colonial Office.

The question of the issue of travel documents by the Resident at Aden to British protected persons was then considered. Reference was made to the inadequate form of *laissez-passer* at present being issued by the Resident, to which the French authorities had taken objection, and MR. FORBES stated that the Foreign Office would prepare a revised form for concurrence, which it was proposed should then be submitted to the French Government, who would be asked whether they would be prepared to recognize it. The form in question would state that British protected persons would not be permitted to land in this country.

MR. FORBES pointed out that while it might be logical under the new arrangements for the administration of Aden that a British form of passport should be issued for British protected persons and an Indian form for British subjects from the Aden Settlement, there were objections from the practical point of view to the use of two different forms. He asked whether it would not be possible for the Resident to issue passports under his own name, as was done by the Colonial Governors.

MR. BAINES said that he thought the acceptance of this proposal would present considerable difficulty to the Government of India. He pointed out that the Resident issues all passports, &c., under the India Passport Act, and that as they are issued on Indian territory, viz., in the Aden Settlement, they are issued in the name of the Viceroy.

MR. COWELL said that he thought that this really settled the matter, and that it was unnecessary for the Colonial Office to concern themselves at all with the existing regime, or to issue any instructions in matters relating to the issue of travel documents.

After further discussion, it was agreed that the Resident at Aden should continue to issue travel documents under the authority of the Government of India, and not of the Colonial Office, and that the suggestion made to the Colonial Office in the letter from the India Office of the 19th of April* that the Colonial Office should issue instructions to the Resident in respect of the form of *laissez-passer* for use in the case of British protected persons would be withdrawn.

The meeting then terminated.

C. 69282/29 [No. 14].

No. 198.

COLONIAL OFFICE to INDIA OFFICE.

[*Answered by No.* 199.]

Downing Street, 23rd May, 1929.

SIR,

I AM directed by Mr. Secretary Amery to acknowledge the receipt of Mr. Turner's letter of the 19th April,* regarding the issue by the Resident at Aden of *laissez-passer* to British subjects and British protected persons.

2. As the Viscount Peel is no doubt aware this question *inter alia* formed the subject of discussion at a Conference held at the Colonial Office on the 3rd of May, at which the India Office was represented, when it was agreed that responsibility for the issue of travelling documents rested solely with the Resident in his capacity as representative of the Viceroy of India, and that the Secretary of State for the Colonies did not desire to intervene in any way in regard to the issue of instructions to the Resident in regard to travel documents for British protected persons from Aden.

3. I am, therefore, to request you to inform Lord Peel that, while Mr. Amery is in general agreement with the instructions which it is proposed to issue to the Resident in regard to the issue of *laissez-passer* to British subjects of Aden subject to any observations by the Foreign Office or the Home Office as to the form of the documents or their use, he does not propose to issue corresponding instructions to the Resident in regard to the issue of *laissez-passer* to British protected persons from Aden, and he will be glad if Lord Peel will arrange for the issue of any instructions which may be necessary in this regard.

I am, &c.,
H. R. COWELL

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* No. 194.

C. 69282/29 [No. 18].

No. 199.

INDIA OFFICE to COLONIAL OFFICE.

SIR, Whitehall, London, S.W.1, 28th May, 1929.

WITH reference to your letter of 23rd May,* regarding the issue of *laissez-passer* to persons at Aden, I am directed by the Secretary of State for India in Council to state that he concurs in the procedure which you propose: a copy of a letter which has been addressed to the Government of India is enclosed herewith. A copy of this letter has been sent to the Home Office and Foreign Office and to the High Commissioner for India.

(Signature illegible) I am, &c.,
(for Secretary, Economic and Overseas Department).

Enclosure in No. 199.

Issue of Laissez-Passer to Adenese.

SIR, 24th May, 1929.

WITH reference to correspondence ending with your letter of 11th August last, I am directed by the Secretary of State for India in Council to inform you that a working arrangement has now been made with the Colonial Office, under which that Department deals with all cases arising under the Alien Coloured Seamen Order in connexion with Arabs both from the Aden Protectorate and the Aden Settlement (see demi-official correspondence noted in the margin).

To Colonial Office, dated 10th January, 1929.†
From ,, ,, ,, 7th February, 1929.‡
To Home Office, dated 20th February, 1929.
From High Commissioner dated 13th April, 1929.§

In this connexion, I am to forward for consideration copy of a letter‖ from the Foreign Office from which it appears that the Resident at Aden is issuing *laissez-passer* which do not conform to any rulings known to this Office. It is probable that many, if not most, of the recipients of these documents, hope to enter this country in order to seek employment as seamen, and, as the Government of India are aware, their admittance to this country depends on whether they can satisfy the Immigration authorities that they are British subjects. The matter is thus of considerable interest to various Departments of His Majesty's Government; and the Foreign Office have undertaken to prepare a revised form of *laissez-passer* which will distinguish between British subjects and British protected persons, and will state that the latter will not be permitted to land in this country. This form will be submitted for the concurrence of the Departments concerned, and will at the same time be sent for the consideration of the Government of India. Should it be found satisfactory, and should the French authorities agree to recognize it, it will be for the Government of India to issue instructions for its adoption by the Resident at Aden in place of the present form.

I am, &c.,
E. J. TURNER.

The Secretary to the
Government of India,
Commerce Department.

C. 69282/29 [No. 25].

No. 200.

THE SECRETARY OF STATE to THE RESIDENT.

(No. 25.)

SIR, Downing Street, 11th June, 1929.

WITH reference to my predecessor's despatch No. 16 of the 16th of May,¶ relative to the applications from certain Adenese seamen for special certificates of British nationality, I have the honour to inform you that I have had under consideration the question of the continued issue of such certificates in the case of Adenese whose identity as British protected persons has been established after reference to you. After

* No. 198. † No. 190. ‡ No. 191. § No. 193. ‖ No. 192.
¶ C. 69305/29 [No. 16]: not printed.

consultation with other Departments concerned, it has been decided to abolish the issue of special certificates in such cases, as the majority of the applicants have arrived illegally in this country, and it is considered undesirable to assist them to compete in the labour market with others who have entered the country legally; while the possession of a certificate does not assist them to obtain registration under the Special Restrictions (Coloured Alien Seamen) Order, 1925. Certificates will continue to be issued when necessary in the case of individuals whose identity as British subjects is established.

2. Applications for certificates will, however, continue to be referred to you for verification of the particulars, as it is considered desirable that the facts of the applicant's identity should be established in each case, and the question of registration under the Order referred to above of those who are found to be British protected persons will then be considered on merits. It is hoped that the abolition of the issue to British protected persons of these certificates will tend to discourage irregular landings by Adenese seamen in this country.

I have, &c.,
SIDNEY WEBB.

C. 69282/29 [No. 29].

No. 201.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies, and, by direction of the Secretary of State, transmits herewith copy of a despatch to His Majesty's Representative, Paris, on the subject of certificates of nationality and travel documents for British protected persons from Aden.

Foreign Office,
9th July, 1929.

Reference to previous correspondence: Mr. Sidebotham to Mr. Forbes, 23rd June, 1929.*
Similar letter sent to Home Office, India Office, and Board of Trade.

Enclosure in No. 201.

(No. 1528.)

SIR, Foreign Office, S.W.1, 4th July, 1929.

WITH reference to Mr. Henderson's despatch No. 565 of the 16th April last, respecting the requirements of the French authorities in the matter of travel documents held by inhabitants of the Aden Protectorate, I transmit to Your Excellency herewith copy of a despatch from His Majesty's Consul-General at Marseilles respecting Arabs arriving at that port.

2. I have to request that you will inform the French Government that I have noted their wishes as to the necessity for the production of passports or other valid travel documents by such persons, and that the competent British authorities have been notified accordingly.

3. The question as to the form of documents to be granted to British subjects native of the Aden Settlement and to British protected persons natives of the Aden Protectorate has recently been carefully considered by the departments concerned and it is proposed to issue instructions to the Resident at Aden under which he will furnish persons in these categories desiring to travel with a document in the forms annexed. You will observe that provision is made for a clear indication of the national status of the holder, natives of the Settlement will be described as British subjects and natives of the Protectorate as British protected persons. The holders of documents in which they are described as British protected persons will be treated as aliens upon arrival at a British port under the Aliens Order, 1920.

* C. 69282/29 [No. 22]: not printed.

4. I shall be glad if you will bring these instructions to the notice of the French Government and inquire whether the form of document which it is proposed to issue will meet their wishes and will consequently be acceptable to French Consular Officers for visa purposes.

I am, &c.,
(for the Secretary of State),
F. E. F. ADAM.

His Excellency
The Right Honourable
Sir William Tyrrell, G.C.M.G., K.C.B.,
&c., &c., &c.,
Paris.

No. B.S.

ADEN.

Document of Identity and Travel.

Photograph of Holder.

This is to certify that .....
.....,
whose photograph and description are attached, is a BRITISH SUBJECT BY BIRTH proceeding to .....
.....
for the purpose of .....
.....

There is no objection to his return to Aden.

GIVEN at the RESIDENCY, ADEN, by Order of the GOVERNMENT OF INDIA.

(Signature) .....
Resident at Aden.

Date .....

A Visa for.....must be obtained.

Occupation..... .....
Place of Birth .....
Date of Birth .....
Race and Caste .....
(or Tribe and Sub-Tribe)
.....
.....
Height .....
Visible distinguishing marks .....
Name of local agent in Aden .....
Specimen Signature or left thumb print (if unable to write in English characters).
.....

No. B.P.P.

PROTECTORATE OF ADEN.

Document of Identity and Travel.

Photograph of Holder.

This is to certify that .....
.....,
whose photograph and description are attached, is a BRITISH PROTECTED PERSON proceeding to .....
.....
for the purpose of .....
.....

There is no objection to his return to Aden.

GIVEN at the RESIDENCY, ADEN.

(Signature) .....
Resident at Aden.

Date .....

This Document is valid only for travelling to .....
and Aden.

A Visa for.....must be obtained

Occupation .. ..
Place of Birth .....
Date of Birth .....
Race and Caste .....
(or Tribe and Sub-Tribe)
.....
.....
Height .....
Visible distinguishing marks .....
Name of local agent in Aden .....
Specimen Signature or left thumb print (if unable to write in English characters).
.....

C. 69282/29 [No. 32].

No. 202.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No. 203.*]

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of letter to the India Office on the subject of the refusal of visas for the United Kingdom of certain holders of Adenese certificates of identity, for such observations as Lord Passfield may desire to offer.

Foreign Office,
11th November, 1929.

Similar letter sent to Home Office.

Enclosure in No. 202.

SIR, Foreign Office, S.W.1, 8th November, 1929.

WITH reference to Foreign Office letter of 10th October last, regarding the issue of travel documents to coloured British subjects and British protected persons at Aden, I am directed by Mr. Secretary Henderson to transmit to you herewith a copy of a despatch* from His Majesty's Consul-General at Genoa regarding the arrival at that port of three natives of Yemen, whose intention it appears to have been to proceed to the United Kingdom in search of employment.

2. The documents on which they are travelling appear to be identical with those which formed the subject of Foreign Office letter of 25th March last,† and subsequent correspondence. As a result of an Interdepartmental Conference held at the Colonial Office on 3rd May, 1929,‡ it was decided that a new form of travel document for the use of coloured British subjects and British protected persons at Aden should be devised, drafts of which were forwarded to His Majesty's Embassy at Paris, with a view to ascertaining whether the form of document which it was proposed to issue would be acceptable to French Consular Officers for visa purposes. No reply has as yet been received from the French Government.

3. It is evident that in the meanwhile the Aden authorities are continuing to issue the old form of *laissez-passer*, which are clearly unsatisfactory and in the circumstances Mr. Henderson considers that instructions should be sent to the Resident at Aden to issue the new documents without further delay. If Mr. Secretary Benn concurs in this proposal, Mr. Henderson will request His Majesty's Ambassador at Paris to inform the French Government that it has been found impossible to postpone the issue of the new documents any further, that instructions have therefore been given for their issue, and that, in the event of the French Government desiring to propose any modification in the form of the documents, His Majesty's Government in the United Kingdom would be prepared to consider it.

4. As regards the specific cases mentioned in Mr. Thurstan's despatch, I am to suggest that subject to Mr. Benn's concurrence the Aden authorities should be informed by telegraph of the circumstances of the case, and that they should be told that no facilities will be accorded for these men to proceed to the United Kingdom, and that, in the event of their arrival in this country, they will not be permitted to land. Mr. Henderson would suggest furthermore that the authorities should be informed that, if there is no objection to the men landing at Aden, His Majesty's Consul-General will be instructed to endeavour to arrange for them to work their way back in a ship sailing to that port.

I am, &c.,
F. E. F. ADAM.

The Under-Secretary of State,
India Office.

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* Not printed here. † No. 192. ‡ No. 197.

C. 69282/29 [No. 33].

No. 203.

COLONIAL OFFICE to FOREIGN OFFICE.

[Answered by No. 204.]

SIR, Downing Street, 20th November, 1929.

I AM directed by Lord Passfield to refer to your communication of the 11th instant,* on the subject of the issue of travel documents to coloured British subjects and British protected persons, resident at Aden.

2. I am to observe that the persons referred to in the enclosures to the above-mentioned communication are neither British subjects nor British protected persons, but subjects of the Imam of the Yemen and the question of issue of travel documents to such persons was not discussed at the Interdepartmental Conference held at this Office on the 3rd May last.† On the analogy, however, of the decision reached at that Conference, the question of the issue of travel documents by the Resident at Aden is one for which the responsibility rests with the India Office; and Lord Passfield has no observations to make on the course of action proposed by Mr. Secretary Henderson in the letter from the Foreign Office to the India Office dated 8th November, of which a copy accompanied your communication under reply.

3. A copy of this letter is being sent to the India Office, and to the Home Office.

I am, &c.,
H. R. COWELL.

C. 69282/29 [No. 37].

No. 204.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies, and, by direction of the Secretary of State, transmits herewith copies of correspondence on the subject of the refusal of visas for the United Kingdom to certain holders of Adenese certificates of identity.

Foreign Office,
10th December, 1929.

Reference to previous correspondence: Colonial Office letter of 20th November, 1929.‡

Similar letter sent to Board of Trade and Home Office.

Enclosure 1 in No. 204.

India Office, Whitehall, London, S.W.1,
SIR, 19th November, 1929.

WITH reference to your letter of the 8th November,§ regarding the issue of travel documents to coloured British subjects and protected persons at Aden, I am directed by the Secretary of State for India in Council to inform you that he concurs generally in your proposals; and that the Government of India are being requested, unless they have any objection of substance to raise to the new form of travel document to instruct the authorities at Aden to act as proposed in the third paragraph of your letter.

With regard to the three men at present at Genoa, I am to point out that, if they are, as is stated, natives of Yemen, they are neither British subjects nor British protected persons, but foreign subjects; and it is not clear why a British official should have issued them a travel document. Thus the British Consul does not appear, strictly speaking, to be responsible for their disposal. Nevertheless, as a matter of practical convenience, it would doubtless be best for him to lend his good offices in arranging for their repatriation without expense to the public revenues as you propose; and Mr. Benn agrees that instructions should be issued to him accordingly. It does not seem necessary to consult the Aden authorities in the matter, since it may be presumed that the destination of the men is their own country, viz., Yemen, and Aden is merely

* No. 202. † No. 197. ‡ No. 203. § Enclosure in No. 202.

a place of transit. It would, however, be advisable when their repatriation has been arranged, to advise the authorities at Aden of the name of the vessel and the date of sailing, and at the same time to explain the circumstances in which they have been repatriated. The necessary information will doubtless be communicated to this Office in due course.

I am, &c.,

The Under-Secretary of State,
Foreign Office, S.W.1. (Sd.)

Enclosure 2 in No. 204.

SIR, Foreign Office, S.W.1, 6th December, 1929.

WITH reference to your letter of the 19th ultimo regarding the issue of travel documents to coloured British subjects and protected persons at Aden, I am directed by Mr. Secretary Henderson to transmit to you herewith a copy of a despatch which has been addressed to His Majesty's Consul-General at Genoa, instructing him to endeavour to effect the repatriation to the Yemen or return to Aden of the persons concerned, in accordance with the second paragraph of your letter under reference.

2. Since these persons are in fact subjects of the Imam of the Yemen, they are not entitled to be furnished with documents of any kind by British authorities. and I am therefore to request that, unless Mr. Secretary Benn sees any objection, instructions may be sent to the Resident at Aden to discontinue the practice of granting documents to Yemenis.

3. I am also to enclose a copy of a despatch which Mr. Henderson has addressed to His Majesty's Representative at Paris requesting him to inform the French Government that the issue of the new type of document cannot be further postponed

I am, &c.,
F. E. F. ADAM.

The Under-Secretary of State,
India Office.

Enclosure 3 in No. 204.

(No. 37.)

SIR, Foreign Office, S.W.1, 3rd December, 1929.

WITH reference to your despatch of 30th October last regarding the applications of Manna Saleh Ahmed, Moosa id Ahmed and Hadrami Ahmed for visas for the United Kingdom, I am directed by Mr. Secretary Henderson to inform you that he approves your action in refusing these applications, and that they should in no circumstances be granted facilities for proceeding to this country. Natives of the Yemen are of course foreign subjects and not British protected persons.

2. You should endeavour, however, to arrange for these men to work their way back to Aden or preferably to some Yemeni port such as Hodeidah, provided no expense is thereby incurred by His Majesty's Government in the United Kingdom. If their repatriation can be arranged and it is necessary for them to return to the Yemen via Aden, you should inform the authorities at Aden by telegram of the name of the vessel and date of sailing, explaining briefly the circumstances in which they are being repatriated.

I am, &c.,
G. R. WARNER.

E. W. P. Thurstan, Esq., C.M.G.,
&c., &c., &c.,
Genoa.

Enclosure 4 in No. 204.

(No. 2574.)

SIR, Foreign Office, S.W.1, 5th December, 1929

WITH reference to Lord Tyrrell's despatch No. 1363 of the 4th October, regarding the issue of travel documents to coloured British subjects and British protected persons at Aden desiring to proceed to France, it has been found impossible further to postpone the issue of the new form of documents, copies of which were enclosed in my despatch No. 1528 of the 4th July last.

2. I request you to inform the French Government accordingly, adding that, in the event of the French authorities desiring to propose any modification in the form of the documents, His Majesty's Government in the United Kingdom will be prepared to consider it.

I am, &c.,
(for the Secretary of State),
F. E. F. ADAM

R. H. Campbell, Esq., C.M.G.,
&c , &c., &c.,
Paris.

C. 79323/30 [No. 34].

No. 205.

MINUTES OF A CONFERENCE HELD AT THE COLONIAL OFFICE ON THE 4TH OF SEPTEMBER, 1930, TO CONSIDER THE QUESTION OF THE MAINTENANCE AND REPATRIATION, &c., OF ADENESE SEAMEN.

Present:—

MR. H. R. COWELL, C.M.G. (in the Chair) } Colonial Office.
MR. F. J. HOWARD, O.B.E. }
MR. W. R. L. TRICKETT, O.B.E. } Treasury.
MR. J. E. BULLARD }
MR. E. N. COOPER, O.B.E., Home Office.
MR. C. E. BAINES, India Office.
MR. F. J. ADAMS, Office of the High Commissioner for India.
MR. E. H. S. MARKER } Board of Trade.
MR. C. J. OVEY }
MR. L. N. URE, Ministry of Health.
LIEUTENANT-COLONEL SIR G. S. STEWART SYMES, K.B.E., C.M.G., D.S.O., Resident, Aden.

MR. COWELL briefly explained the different classes into which "Adenese" could be divided, viz., British subjects (*i.e.*, those born in the Settlement of Aden); British protected persons (*i.e.*, those born in the Aden Protectorate the border line of which was in some cases somewhat indeterminate); and aliens (*i.e.*, those neither born in the Settlement nor Protectorate). Mr. Cowell observed that the Office of the High Commissioner for India (on behalf of the Government of India) accepted all responsibility for maintenance and repatriation of those men proved to be of Settlement birth, but that if the Colonial Office were to accept similar responsibility for men born in the Protectorate, it would be necessary that a small sum for this purpose should be provided in the Colonial and Middle Eastern Services Vote. He also pointed out that it was necessary to arrive at a decision on the question of how cases of destitution should be dealt with whilst reference to Aden (necessary in the majority of cases) as to the place of birth of these applicants, was being made.

MR. ADAMS confirmed the fact that the High Commissioner for India accepted full responsibility for men of Settlement birth. Their practice was to send any such case to the Asiatic and Overseas Home, West India Dock Road, where the man would be maintained at a cost of 3s. *per diem* until a working passage on a ship was found for him. Should he refuse to take any such working passage offered to him, his maintenance at the Home would instantly cease. If, however, a working passage were not eventually found for him, he would be repatriated to Aden if he was prepared to go. As a British subject repatriation could not be forced on him.

SIR STEWART SYMES explained some of the difficulties experienced at Aden in regulating the movements of native seamen, &c. The port of Aden was the natural place to which Arabs drifted from the Protectorate and from all parts of south-west Arabia, and egress from it, especially by dhow, was hard to control. Further, it was comparatively easy, by means of bribery, for Arabs not of Protectorate origin to get Chiefs in the Protectorate to declare them to be their subjects. Ships' captains, too, would engage Arabs as seamen, with or without documents. In face of all these adverse circumstances Sir Stewart emphasized the fact that effective control at Aden could only be *relative*.

In answer to a question put to him by Mr. Cowell, Sir Stewart said it would have a bad effect on our relations with Chiefs and tribesmen in the Protectorate if His

Majesty's Government should dissociate themselves entirely from assisting cases of destitute Adenese British protected persons in this country. In this connexion MR. URE stated that assistance was being granted by the Poor Law authorities at Cardiff to boarding-house keepers in that city, at a rate of about 7s. a week in respect of each unemployed Arab seamen residing with them, and MR. MARKER quoted figures as to the number of unemployed coloured seamen at Cardiff—about 2,000 in all.

MR. COOPER, in reply to a question regarding deportation, said that the Home Office paid the cost from their Vote of passages of aliens, which term, he considered, would cover British protected persons, convicted by a Court under the Aliens Order, 1920, and recommended for deportation.

On the question of repatriation MR. ADAMS reiterated that British subjects could not be repatriated against their will, and furthermore said that, as a matter of fact, out of 19 cases of Lascars who were recently offered repatriation to Aden (together with a sum of £2 each) by the High Commissioner for India, only two accepted.

MR. MARKER voiced the opinion that repatriation was not an effective solution of the present difficulty since men, after being repatriated, might return to this country at the first opportunity.

MR. COWELL inquired whether it would be possible to impose a penalty on shipowners who were responsible for Adenese seamen being stranded in this country, but MR. ADAMS pointed out that the shipowners would undoubtedly be opposed to any such course, and the Board of Trade representatives concurred in this view.

MR. COWELL observed that it was important that our relations with the Protectorate Chiefs should continue to be amicable and it was consequently desirable that something should be done to assist any seamen found destitute in this country who were subjects of these Chiefs. The problem was whether a sum could be provided on the Colonial and Middle Eastern Services Vote to cover the cost of repatriation of such men to Aden.

MR. TRICKETT took the view that expenses incurred in connexion with a protected person could not properly fall upon the Exchequer, but MR. COWELL pointed out that whilst this was no doubt right in regard to other Protectorates, Aden was an exception. If, for example, the case happened to be that of a native of the Solomon Islands Protectorate, any cost incurred would be borne by local funds. The difficulty in the case of Aden was that no taxes were levied in the Protectorate, and hence no local funds were available. He considered that the cost involved in the maintenance of such destitute cases as might arise was very small and he thought it might be argued that it was politically inexpedient that such men should be sent to the workhouse.

MR. TRICKETT inquired as to the length of time involved in referring out to Aden to verify the status of these seamen. SIR STEWART SYMES replied that in some cases, a distance of 100 miles and more might have to be covered by camel and that the period could not be less than two months, and possibly considerably longer.

MR. HOWARD asked whether the Treasury would prefer that, pending reference to Aden for verification of status, all destitute cases in London should be referred by the Colonial Office to Scotland Yard, for passing on to the nearest Poor Law Officer, and MR. URE observed that, whilst coloured people were not welcome to the Poor Law authorities, those authorities are responsible for *any* destitute person in this country, apart from any question of nationality or colour.

MR. COOPER thought that if any local authorities in this country became restive on account of the number of coloured people imposed upon them, it was for them to make representations to the Ministry of Health who would refer the matter to the Home Office. Mr. Cooper considered it possible that the Home Secretary would—if the circumstances warranted it—be prepared to consider the question of the deportation of all coloured persons other than those who were British subjects, but such a policy would be a departure from the normal procedure and would need careful consideration.

MR. COWELL suggested that in future, unless there was definite proof that a destitute Adenese was a British subject or a British protected person, he should be referred to the Poor Law authorities for maintenance.

MR. URE said that any proposals which increased the burden on Poor Law authorities would meet with considerable opposition from those authorities.

MR. TRICKETT desired to be sympathetic to the difficulties experienced by both India House and the Colonial Office in this matter, but felt compelled to express the opinion that the handing over of *all* destitute cases to the Poor Law authorities in respect of maintenance would prove to be the most efficacious method of dealing with the matter.

In reply to a question addressed to him by Mr. Trickett, MR. COOPER said that in the case of aliens in this country deserting their ship they are arrested, if found, and are placed on board their ships or, if the ship has departed, they are handed over to the shipowners concerned who are liable for the cost of their removal or repatriation. In the case of aliens who had not deserted but were destitute, they could only be deported if they became chargeable to the Poor Law authorities within twelve months from the date of their entry into this country.

MR. TRICKETT pointed out that provision of any sort in the Estimates in connexion with assistance to coloured men in this country would necessarily be unpopular but, without committing Their Lordships in any way, he thought that the Treasury would be prepared to find funds to cover the cost of repatriation of destitute Adenese who were proved to be British protected persons.

As a result of the foregoing discussion and to come to a definite decision, MR. COWELL suggested that the sense of the meeting should be taken on the questions of (i) maintenance, and (ii) repatriation. Mr. Cowell expressed these views as follows:—

(i) Maintenance—for the future the Colonial Office would not accept any responsibility for the maintenance of coloured Adenese seamen. Such men representing themselves as destitute and not possessing documentary evidence definitely establishing them to be British protected persons will be referred to the Poor Law authorities while inquiry is being made at Aden. (If any individual possessed documentary evidence that he was a British subject he would be handed over to the High Commissioner for India forthwith.)

(ii) Repatriation—that the Treasury should be asked to provide a small sum to cover the cost of the repatriation of those Adenese who are British protected persons. An Adenese with definite documentary evidence that he is a protected person, or reported by the Resident to be so, would be offered repatriation. If he accepted the offer, the Board of Trade would be approached with a view to ascertaining if they could undertake to make the necessary arrangements in connexion with his repatriation. Such repatriation would be strictly confined to British protected persons. (If the Resident reports that the man is a British subject the case would be referred to the High Commissioner for India for disposal.)

The meeting accepted in general the views expressed by Mr. Cowell.

In conclusion, the question of embarkation from Aden was again briefly alluded to. SIR STEWART SYMES repeated that the designation "Adenese" was often applied indiscriminately to the natives of a wide area which was served for the purposes of travel by the port of Aden. Only by searching inquiries could the (British Indian) subjects of the Aden Settlement, and (Protected) subjects of tribal chiefs in treaty relations with His Majesty's Government, be separated from the rest. He said that control at Aden would, however, be made as tight as possible, and he thought that the new revised Alien Embarkation Permit which had recently been drawn up and agreed to, would, when brought into operation, materially assist to that end.

C. 79323/30 [No. 73].

No. 206.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1., 8th October, 1930.

WITH reference to previous correspondence regarding the coloured seamen entering into the United Kingdom, I am directed by the Secretary of State for India in Council to enclose, for such observations as Lord Passfield may desire to offer, copy of a letter which has been addressed to the Foreign Office.

I am, &c.,
E. J. TURNER.

Enclosure in No. 206.

SIR, India Office, 8th October, 1930.

WITH reference to your letter of 10th July, regarding the control of coloured seamen entering the United Kingdom, I am to express regret that, owing to the necessity for consulting other Departments there has been delay in replying.

With regard to the police endorsement "proceeding to Aden" on Aliens Registration Certificates, Mr. Benn agrees that it is desirable that holders of such certificates should be required to surrender them on landing at Aden. Should, however, the holder

wish later to return to the United Kingdom, and should the Home Office agree, there seems no objection to his certificate being restored to him. Subject to the concurrence of Mr. Secretary Henderson and of the Home Office, it is proposed to issue instructions accordingly to the Resident at Aden.

It is understood that the French Consul at Aden has received instructions not to endorse these documents with a transit visa of the kind described in paragraph 4 of the letter of the British Consul at Nantes, dated 14th May. It is, of course, highly desirable that the French authorities should realize that this kind of document does not constitute a valid travel document for the purpose of entry to the United Kingdom, and that the only documents which do so (besides passports) are documents of Identity and Travel in the form enclosed with your despatch to Paris dated 4th July, 1929, certifying that the holder is a British subject or a "Certificate of Nationality and Identity" issued to a British seaman by the High Commissioner for India. It might further be explained to the French authorities that a statement on a Seaman's Discharge or Army Discharge that the holder is a British subject is not evidence of the fact and is not accepted as such by the British Immigration authorities, since such statements have not been verified by the competent authorities on the spot.

With regard to the French Government's erroneous supposition (which appears in their letter of 21st May) that British protected persons are entitled as such to enter the United Kingdom, it is understood that steps have already been taken to correct this. Presumably this means that such persons will not be allowed to land at Marseilles or other French ports with a view to proceeding to the United Kingdom.

With regard to the necessity for strengthening the control at Aden, this will be brought to the notice of the Resident at Aden; but it is understood that a complete control of all seamen leaving Aden is out of the question, since there is no possibility of preventing them from proceeding in dhows to Jibuti, where they obtain work on French vessels. If, however, the measures indicated above prove effective, these persons will not be able to land in France; and thus no difficulty should arise.

With regard to the inclusion of anthropometric details on certificates granted to protected persons, it is understood that the proposal has been brought unofficially to the notice of the Resident at Aden and that he approves of it. It is now proposed to recommend it officially to his consideration, suggesting, at the same time, that these certificates should include a clear statement that they do not entitle the holder to land in any foreign country for which a proper Consular visa has not been obtained.

Copies of this letter are being sent for the consideration of the Home Office and the Colonial Office.

I am, &c.,
E. J. TURNER.

The Under-Secretary of State,
Foreign Office,
S.W.1.

C. 79323/30 [No. 75].

No. 207.

HOME OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State, Home Office, presents his compliments to the Under-Secretary of State, Colonial Office, and transmits copy of a letter addressed to the India Office on the subject of the control of coloured seamen entering the United Kingdom.

Home Office,
16th October, 1930.

Reference to previous correspondence: India Office letter of 8th October, 1930.*
Similar letter sent to Foreign Office.

Enclosure in No. 207.

SIR, Home Office, Whitehall, 16th October, 1930.

WITH reference to your letter of the 8th instant regarding the control of coloured seamen entering the United Kingdom, I am directed by Mr. Secretary Clynes to say, for the information of Mr. Secretary Benn, that he has no observations to offer

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* No. 206.

on the reply addressed to the Foreign Office in the matter except to say that it would seem desirable that Police Certificates of Registration of all coloured seamen landing at Aden should be impounded whether they have been endorsed " proceeding to Aden," " reported leaving the United Kingdom " or in any other manner or left unendorsed. In regard to the question of restoring such Certificates Mr. Clynes would suggest that unless the Resident is satisfied that the holder is actually domiciled in the United Kingdom or has had a considerable period of service in British ships and has returned to Aden on a *bona-fide* visit of short duration the Certificate should not be returned to him until the case has been referred to this Department for consideration.

I am also directed to say that single journey Documents of Identity are frequently issued by the Home Office to coloured seamen who are being repatriated from the United Kingdom to Aden, direct or via other ports, and it is desirable that these should also be impounded by the authorities when the holders arrive at Aden.

Copies of this letter are being sent to the Foreign Office and the Colonial Office.

I am, &c.,
E. N. COOPER.

The Under-Secretary of State,
India Office.

C. 79323/30 [No. 89].

No. 208.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 27th October, 1930.)

(No. 211.)

My LORD, The Residency, Aden, 14th October, 1930.

I HAVE the honour to enclose for Your Lordship's information copies of correspondence with the Government of India on the subject of the repatriation charges of Arabs belonging to the Aden Protectorate.

I have, &c.,
G. S. SYMES,
Resident, &c.

Enclosure 1 in No. 208.

SIR, Simla, the 29th July, 1930.

I AM directed to forward a copy of a letter from His Majesty's Consul-General, Saigon, dated the 18th June, 1930, and to say that the Government of India would be glad to receive your views on the question raised therein, at an early date.

2. As the Aden Protectorate is directly the concern of His Majesty's Government, the repatriation charges would prima facie appear to be wholly debitable to them.

3. I am also to request that, if possible, a list of the principal districts and towns in the Aden Protectorate may also kindly be furnished for the information of the Consul-General, Saigon.

4. A copy of this correspondence is being forwarded to the Government of Bombay and the India Office.

I have, &c.,
(Signed)
Deputy Secretary to the Government of India.

To the Resident and Commander-in-Chief, Aden.

Copy of a letter dated the 18th June, 1930, from His Majesty's Consul-General, Saigon, to the Secretary to the Government of India, Foreign and Political Department.

I HAVE the honour to request your observations on the question of the payment for the repatriation of Arabs, *soi-disant* natives of the Aden Protectorate, from Indo-China.

2 Recently the French Government made a deportation order against a young Arab for fighting with his compatriots. Under their system they were willing to pay the cost of his repatriation to the *nearest* British Port and expected me to pay his passage on to Aden. I refused on the grounds that there was no proof beyond his mere word that the man was born in the Aden Protectorate.

3. If the man possessed papers from India or Aden showing that there was no reasonable doubt as to his birth in the Aden Protectorate, would the Government of India refund to me the cost of his repatriation as is at present done in the case of natives of India?

4. I should therefore be glad to possess the views of your Government as to its liability for the repatriation of Arabs claiming birth in the Aden Protectorate. Possibly a list of the principal districts and towns in the Protectorate would help this Consulate in deciding as to the genuineness or otherwise of a claim to birth there rather than perhaps in Djibouti.

Enclosure 2 in No. 208.

SIR, The Residency, Aden, 4th October, 1930.

I HAVE the honour to refer to your letter, dated 29th July, 1930, forwarding a copy of a letter dated 18th June, 1930, from His Majesty's Consul-General, Saigon, regarding the question of repatriation of Arabs claiming birth in the Aden Protectorate.

2. Arabs from this part of Arabia fall under the following three categories :—

(*a*) British subjects of Aden.
(*b*) British protected persons from the Aden Protectorate.
(*c*) Natives of the Yemen.

This Residency issues passports or other documents of identity to travellers in categories (*a*) and (*b*), and their repatriation charges, when necessary, should be borne respectively by the Government of India and His Majesty's Government.

3. It is a common practice for persons under category (*c*) to claim to be natives of Aden or the Protectorate in order to obtain benefits to which the latter are entitled. They are in fact neither British subjects nor British protected persons, but are subjects of the Imam of the Yemen. They, however, are accustomed to use Aden as their point of departure abroad, and, having no travel documents from their own Government are given, when necessary, Alien Embarkation Permits to enable them to leave Aden. These permits do not entitle them to repatriation or to other benefits enjoyed by British or British protected subjects (*vide* correspondence ending with the Government of India letter dated 24th June, 1930).

4. I enclose a list of the principal Arab Chiefs of the Aden Protectorate and towns in their territories. But claims to come from these districts which are unsupported by documentary evidence should not be accepted. The only satisfactory proof of belonging to categories (*a*) or (*b*), referred to in paragraph 2, is the possession of a passport or other travel document issued by this Residency stating that the holder is a British subject or a British protected person.

I have, &c.,
G. S. SYMES,
Resident, &c

Copies have been sent to the India Office and the Government of Bombay (Political Department).

The Deputy Secretary to the Government of India,
Foreign and Political Department, Simla.

Statement showing the names of Stipendary Chiefs in the Aden Protectorate

Names of Chiefs.	Capital and other important towns.
1. H.H. Sultan Sir Abdul Karim Fadl, K.C.I.E., Abdali.	Lahej, Wahat, Th'alab, Mujhifa, Al Hamra, Al Kureshi, Zaida, Al Anad, &c.
2. H.H. Sultan Omar bin Awad Omar Al Qa'aiti.	Shehr and Makalla, Doa'n, Shibam, Terim, Seyyun, Hadhramaut.
3. Sultan Abdullah bin Isa.	Qishn and Socotra.
4. Amir Nasr bin Shaif Sef.	Dhàla, Al Jalila, Jabal Jihaf, Al Wara, Al Fajra, &c.
5. Sultan Abdullah bin Husen, Al Fadli.	Shuqra, Abyan.
6. Sultan Mohsin bin Ali Mana' Al-Haushabi.	Museimir.
7. Sultan Aidrus bin Mohsin, the Lower Yafai.	Al Qàra.
8. Sultan Mohamed bin Saleh Omer, the Upper Yafai.	Al Mahjaba, Al Had.
9. Sheikhs Bubaker Ali Askar and Mohamed Mohsin Askar, Naqibs of Mausatta.	Al Kudma.
10. Sheikh Kàsim Abdur Rehman Al-Muflahi.	Al Jurba.
11. Sheikh Sàlim Saleh Al-Dubi.	Disùra.
12. Sheikh Mohamed Mohsin Ghàlib, Al-Hadrami.	Shibr.
13. Sheikh Motahar Mana' As-Sakladi.	Bakhl, Sha'ib.
14. Sultan Saleh bin Husen Gi'bil, Al-Audhali.	Loder, Al Kubeda.
15. Lower Aulaqi Sultan.	Ahwar.
16. Sultan Saleh bin Abdullah, the Upper Aulaqi.	Nisàb.
17. Sheikh Mohsin bin Farid, the Upper Aulaqi.	Yashbum.
18. Sharif Ahmed bin Mohsin.	Beihàn.
19. Sheikh Ahmed Awad Ba-Dass.	Irka.
20. Sheikh Awad bin Saleh Ba-Shahid.	Haura.
21. Sheikh Hason Ali Al-Quteibi.	Dil Hijaira and Suleik, &c.
22. Sheikh Abdun Nabi bin Ali Nashir Al-Alawi.	Suheb and Sauda.
23. Sheikh Fadl Abdulla Al-Akrabi.	Bir Ahmed.
24. Sheikh Saleh bin Awad Rijaie.	Rija'.
25. Sheikh Mohamed Shahir Mansuri.	Nobut Matwam and Masharig.
26. Sheikh Ali bin Morshid Al-Makhdumi.	Marasah.
27. Sheikh Mohamed Ali Al-Berhimi.	Ka'o.
28. Sheikh Abd Mokbil Hason Ad-Dobeini.	
29. Sheikh Mohamed Ali Ba-Saleh Al-Atifi and Sheikh Hawash Saeed Al-Atifi.	Ras Al-Ara.

C. 79323/30 [No. 111].

No. 209.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of a letter to the India Office on the subject of travel documents issued to coloured seamen

Foreign Office,
1st December, 1930.

Reference to previous correspondence: India Office letter of 8th October, 1930.*
Similar letter sent to Home Office.

Enclosure in No. 209.

Foreign Office, S.W.1, 28th November, 1930.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of the 8th ultimo, relative to the control of coloured seamen entering the United

* No. 206.

Kingdom, and to inform you that he is now in receipt of the Home Office letter of the 16th ultimo* regarding the desirability of impounding Police Registration Certificates of coloured seamen on landing at Aden, and that he concurs in the view expressed therein.

2. Mr. Henderson also concurs in the proposal in the last paragraph of your letter under reference to the effect that the certificates granted to protected persons at Aden should bear a statement that the holder is not entitled to land in any foreign country for which the appropriate consular visa has not been obtained.

3. With regard to the third and fourth paragraphs of your letter I am to add that an early opportunity will be taken to bring the points mentioned therein to the notice of the French Government.

The Under-Secretary of State,
India Office.

I am, &c.,
G. R. WARNER.

C. 79323/30 [No. 118].

No. 210.

COLONIAL OFFICE NOTE REGARDING ARAB (ADENESE) AND SOMALI SEAMEN.

1. *Arab (Adenese) Seamen.*

Status.—" Adenese " seamen fall under one of the following three categories:—
(A) British subjects (*i.e.*, those born in the Settlement of Aden);
(B) British protected persons (*i.e.*, those born in the Aden Protectorate); or
(C) aliens (*i.e.*, those neither born in the Settlement nor the Protectorate).

The Resident at Aden, when requested by the Colonial Office, undertakes the necessary local inquiries for verifying the status of particular Adenese.

Embarkation from Aden.—" Adenese " in categories (B) and (C) above tend to congregate at the Port of Aden, and mingle with those born in the Settlement (category (A)), and the Resident has recently explained some of the difficulties experienced at the Port in regulating the movements of these native seamen—*e g.*, egress from the Port, especially by dhow, is difficult to control, ships' captains engage these seamen, with or without documents showing whether they are British subjects, British protected subjects, or merely aliens, &c. In face of these adverse circumstances effective control at Aden can only be relative, but this control is, in future, to be made as tight as possible, and it is hoped that a new revised embarkation permit (recently drawn up and agreed to), which is to be issued to aliens in future, will materially assist to this end.

Landing and Stay in the United Kingdom.—This is not within the jurisdiction of the Colonial Office. It is understood that conditions are regulated by the Home Office and the Board of Trade.

Maintenance in the United Kingdom.—The Colonial Office accepts no responsibility for the maintenance of any coloured Adenese seamen in this country. The High Commissioner for India accepts full responsibility in this respect for men of Settlement birth. In all other cases their maintenance is a charge upon the Poor Law authorities concerned who are responsible, generally, for any destitute person in this country, apart from any question of nationality or colour.

Repatriation to Aden.—The Colonial Office accepts responsibility for the repatriation of any destitute Adenese seaman in this country who desires to return to Aden and whose status has satisfactorily been established as that of a *British Protected person*. This is done on the ground of public policy (*i.e.*, in view of His Majesty's Government's obligations to the various Chiefs and tribesmen in the Protectorate, with whom there exist various treaties). The Treasury have agreed to accept, as a charge upon Imperial funds, the cost incurred in such cases of repatriation. Details regarding the actual repatriation would be arranged by the Board of Trade, on behalf of the Colonial Office.

Adenese who are British subjects fall within the jurisdiction of the High Commissioner for India.

Neither the Government of India nor the Colonial Office recognize responsibility in regard to the repatriation of any other Adenese (*i.e.*, aliens)

* No. 207.

2. *British-Somali Seamen.*

1. In the first place it is perhaps desirable to point out that the so-called "Somali seamen" who fall destitute in this country may be natives of any one of the following territories:—

Aden.
Ethiopia.
British, Italian, or French Somaliland.

2. Natives of French or Italian Somaliland, or Ethiopia are aliens and, as such do not concern us. The position as regards seamen from Aden is dealt with in a separate note. The position as regards seamen who are natives of British Somaliland is that hitherto the Somaliland Government has consistently declined to accept any responsibility in respect of the repatriation, deportation, or relief of British Somalis (who are British protected persons). In individual cases, it has been the practice to refer to the Governor of Somaliland to ascertain whether the individual in question can be identified as a native of the Protectorate, and, if so, whether he has relations or friends in the country who would be willing to bear the cost of his repatriation. If such proves to be the case, the Crown Agents for the Colonies arrange a passage for him and the Government of Somaliland is reimbursed by the relations or friends mentioned above.

3. The special considerations which make it desirable for the Colonial Office to assume responsibility for the repatriation of British protected Adenese do not apply to Somaliland.

4. The Government of Somaliland does not seek to encourage the employment of British Somalis on the ships; indeed, it refuses to grant a passport except to individuals who can prove that they have employment guaranteed to them outside the Protectorate. And the Government wishes to discourage Somalis from wandering to European countries. The question appears to be whether means could be found of preventing such seamen coming into this country. This might be effected by an amendment of Sections 184-189 of the Merchant Shipping Act of 1894; but this does not appear to be a matter in which the Colonial Office is directly concerned.

C. 80095/31 [No. 1].

No. 211.

HOME OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State, Home Office, presents his compliments to the Under-Secretary of State for the Colonies and transmits copy of a letter addressed to the Foreign Office on the subject of the issue of travel documents to Arab seamen.

Home Office,
30th January, 1931.

Similar letter sent to the India Office.

Enclosure in No. 211.

SIR, Home Office, Whitehall, 30th January, 1931.

WITH reference to your letter of the 28th November last,* I am directed by the Secretary of State to say, for the information of Mr. Secretary Henderson, that he agrees that it would be desirable that a general instruction should be prepared for the guidance of British Consuls abroad in dealing with applications from coloured seamen who may be British subjects or British protected persons for some official document to enable them to follow their occupation as seamen.

Mr Clynes is inclined to think that in the first instance the matter might usefully be discussed informally by representatives of the Departments interested and if the Foreign Office will arrange such a meeting a representative of this Department will be pleased to attend.

I am, &c.
(Unsigned).

The Under-Secretary of State,
Foreign Office.

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* C. 70225/30 [No. 6]: not printed.

C. 80095/31 [No. 3].

No. 212.

MR. R. G. HOWE (FOREIGN OFFICE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

[*Answered by No.* 213.]

DEAR HOWARD, Foreign Office, S.W.1, 25th March, 1931.

I ENCLOSE herewith a copy of a memorandum by Stafford of the results of our meeting of the 12th instant regarding documents of identity for coloured seamen.

The memorandum appears to cover all the material points discussed at the meeting, but we should be glad to have any observations that may occur to you before writing to you officially and asking your concurrence in draft instructions to Consular Officers.

Yours, &c.,
R. G. HOWE.

Enclosure in No. 212.

COLOURED SEAMEN.

Memorandum of results of Interdepartmental Conference held at the Foreign Office on Thursday, 12th March, 1931.

Present:

MR. R. G. HOWE (Foreign Office).
MR. F. J. ADAMS (High Commissioner for India).
MR. C. E. BAINES (India Office).
MR. R. C. COX (Foreign Office).
MR. A. S. HOSKIN (Board of Trade).
MR. F. J. HOWARD (Colonial Office).
MR. H. SCOTT (Home Office).
MR. J. W. STAFFORD (Passport Office).

1. IT was agreed that on grounds of policy it was undesirable that passports should be granted to coloured seamen whilst they are following the sea. The possession of a passport is not necessary, and there is considerable danger of loss and traffic in such documents. Where a document of identity is required it should be in some form other than that of a national passport.

There was a balance of advantage in favour of coloured seamen being furnished with identity documents of some sort. The essential point was the definite establishment of the British status of the seaman and subject to this, it was important, from the point of view of the Home Office, that there should be a clear differentiation between British subjects and British protected persons. This could be met by having the documents of different colours.

2. The following are the principal categories of coloured British seamen:—

British Subjects.
From India.
Aden.
West Indies.
East Africa.
West Africa.
Malay States.

British Protected Persons.
From India.
Aden.
Somaliland.
East Africa.
Malay States.

3. Documents of identity are granted to coloured seamen who are British subjects or British protected persons by the Government of India, the Resident at Aden,

the High Commissioner for India, by the Governments of certain islands in the West Indies, and of the Malay States.

4. No arrangements exist for the grant of similar documents for natives of Somaliland or of East and West Africa or for dealing with applications to His Majesty's Consular Officers by coloured seamen who require some document of nationality whilst they are in foreign countries.

5. It was recommended that the system of granting certificates of nationality and identity to coloured seamen on leaving their country should be extended to all British Colonies and Protectorates. The form of document and the form of application modelled on those in use at the Office of the High Commissioner for India should be standardized. The detailed recommendations are included in the drafts attached.

6. The certificates of identity would be issued only by the Government of India, the Resident at Aden, and the High Commissioner for India in the case of natives of India and Aden, and by the Colonial Governments in the case of Colonial seamen.

7. The authorities at Aden should be invited to adopt the standardized form of Identity Certificates in place of the documents at present issued to seamen leaving that port with the addition of extra pages to permit endorsements of visas for travel, and the statement that there is no objection to the return of the holder to Aden.

8. When the proposed arrangements are brought into effect instructions should be sent to His Majesty's Consular Officers. They should be informed that passports should not be granted to coloured seamen if still following the sea. If they require a document of nationality and identity they must complete the prescribed form of application which will be forwarded direct to the Government of the country of which they are natives. The document issued on this application would be returned to the Consul for delivery to the holder.

9. Passports already in the possession of coloured seamen whilst still following the sea, if presented for renewal, should be extended only for a sufficient period to enable a document of identity to be obtained. The passport should then be impounded.

10. Certificates of identity should be valid for five years and not renewable. On expiration application for a new certificate must be made in the usual way.

11. Authority should be given to Consular Officers to grant a form of provisional certificates pending a reply to an application for a document of identity in special cases such as the following :—

(*a*) Where a document of identity has been lost or destroyed, and the applicant is known to the Consular Officer to be a British subject or British protected person.

(*b*) In case of emergency, where confirmation has been obtained by telegraph at applicant's expense of his claim to British nationality and pending the receipt of the certificate for which application has been made.

(*c*) Where the validity of an existing certificate has expired by more than six months. In other cases the certificate may be renewed for a further limited period not exceeding six months pending application to the issuing authority for the grant of a new certificate.

12. Applications for passports by coloured seamen who state that they have ceased to follow the sea.

Subject to verification of applicant's British status, for which purpose an existing seaman's identity certificate issued on behalf of the Government of India or a Colonial Government should be accepted as sufficient evidence, and to it being definitely established that the applicant has abandoned the sea, applications for passports should be dealt with on the lines of the instructions in Foreign Office circular of 15th April, 1930,* a copy of which is attached.

That is to say, unless applicants are both literate and of established position, they would only be eligible for Emergency Certificates to return home or if they have taken up employment in a foreign country, to temporary passports available for that country and for such other countries as they may actually have occasion to visit. The general endorsement for the British Empire should be omitted.

Where a passport is granted in such cases any seaman's certificate in possession of the holder should be impounded.

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* Not reprinted.

Certificate of Nationality and Identity for Coloured British Seamen.

GENERAL RECOMMENDATIONS.

Size. 5½ inches by 4 inches to enable it to be filed inside the seaman's discharge book.
Colour. White for British subjects. Green for British protected persons.

Particulars to be furnished.

On outside cover :

Serial number.

Certificate of Nationality and Identity issued to a British (Indian / Colonial) seaman (for British Subjects)

or

(an Indian / a Colonial) seaman (in the case of British protected persons).

Place and date of issue.

Valid until.....

(A date five years from the date of issue.)

Page 1.

This is to Certify that....., whose signature and/or left thumb print and photograph are attached, is a British subject by birth (or British protected person) and that the particulars stated hereon have been verified to the satisfaction of the Government of .....
Signed by order of the Government of .....

.....

.....

Official description .....

Place and date of issue.

Photograph.

Page 2.

Place of Birth.

Date of Birth.

Race and Caste (or Tribe and Sub-Tribe).

Home address.

Father's name and address.

Height in boots.

Colour of eyes.

Colour of hair.

Distinctive marks.

Specimen signature (if able to write in English characters) to be affixed here.

Left thumb print.

Number of seaman's discharge book.

Declaration to be made by a Coloured Seaman claiming to be a British Subject or British Protected Person and applying for a Special Certificate of Nationality.

Fill in date ....., 193 .

* Insert "British Subject" or "British Protected Person."

*I, the undersigned, hereby declare that I am a .....

and apply for a Special Certificate of Nationality.

I declare that the particulars furnished below are true to the best of my knowledge.

Signature (if able to write in English characters) and left thumb print.

Note.—The thumb should be lightly inked and lightly pressed on the paper. (Heavy pressure must be avoided.)

Full Names in *Block Letters* ... ...

Native Name (if any) ... ...

Present Address ... ...

Age and Date of Birth ... ... Age ..... Date of Birth .....

Place of Birth ... ... Village. Post Office.
Police Station.
District. Province.

Home Address in full ... ...

Father's Name and Address ... ... Names:
(State both in full.) Address:

Race and Caste *or* Tribe and Sub-Tribe ...

Build and Height in boots ... ... Build..... Height.....ft.....ins.

All Distinctive Marks ... ...
(Including scars, deformities, tattoo, birth-marks, &c.)

Names and Addresses (in full) of any persons who can verify the above statements ... ... 1. 2.

Number of seaman's discharge book

Photographs: Two copies (passport size) must be attached.

After completion this form should be handed by the applicant in person to .....

C. 80095/31 [No. 5].

No. 213.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. R. G. HOWE (FOREIGN OFFICE).

DEAR HOWE, Downing Street, 15th April, 1931.

I HAVE no observations to make on the memorandum of the results of the meeting of the 12th of March regarding documents of identity for coloured seamen, which you sent to me under cover of your letter of 25th of March.†

Yours, &c.,
F. J. HOWARD.

† No. 212.

556

C. 80095/31 [No. 11].

No. 214.

FOREIGN OFFICE to COLONIAL OFFICE.

[*Answered by No.* 215.]

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith the draft of circular which it is proposed, subject to the concurrence of Mr. Secretary Thomas to address to His Majesty's Consular Officers on the subject of travel documents for coloured seamen.

A copy of Foreign Office circular of 4th September is also enclosed.

Foreign Office,
10th October, 1931.

Reference to previous correspondence: Mr. Howard's letter of 15th April, 1931,* to Mr. Howe.

Enclosure 1 in No. 214

Foreign Office, S.W.1, October, 1931.

CIRCULAR TO CONSULAR OFFICERS.

Certificates of Nationality and Identity for Coloured Seamen.

SIR,

I AM directed by the Marquess of Reading to inform you that as a matter of policy it is undesirable that passports should be granted to coloured British seamen whilst they are following the sea. The possession of a passport is not necessary for this purpose and there is considerable danger of loss of and traffic in such documents.

2. To meet the requirements of this class of seamen who seek employment in various British and foreign ports and who need some official document of identity, arrangements have been made for the provision of special certificates of nationality and identity.

3. These documents will be granted only by one of the following authorities:—

For British Subjects.

From British India — By the Government of India, the Resident at Aden, and in Great Britain by the High Commissioner for India.
,, Aden Settlement — in Great Britain by the High Commissioner for India.
,, British West Indies, ,, British East Africa, ,, Malay States — By the British Colonial Governments.

For British Protected Persons.

From India (Native States).—By the Government of India.
,, Aden Protectorate.—By the Resident at Aden.
,, British Somaliland, ,, British East Africa, ,, British West Indies, ,, Malay States — By the British Colonial Governments.

4. Two colours will be used—*White* for British subjects—*Green* for British protected persons. A general description of the certificate is given in enclosure 1 to this circular. Where necessary additional pages will be included to permit endorsements and visas for travel and a statement that there is no objection to the return of the holder to his native place.

5. The following procedure should be followed by Consular Officers in dealing with applications for passports or nationality certificates from coloured seamen who claim to be British subjects or British protected persons.

6. If the applicant is still following the sea, the grant of a passport should be refused and he should be required to complete in duplicate a form of application for a Certificate of nationality and identity of which copies are enclosed. One copy of the form should then be forwarded to the Government of India, the Resident at Aden, or the British Colonial Government concerned, as the case may be, with any remarks

* No. 213.

the Consular Officer considers it desirable to add. The certificate issued on this application would be returned to the Consular Officer for delivery to the holder after his thumb print has been affixed in the space provided.

7. Passports already in the possession of coloured seamen who are still following the sea, if presented for renewal, should be extended only for a sufficient period to enable a document of identity to be obtained. The passport should be impounded when the document of identity has been secured and is being delivered to a coloured seaman

8. The Certificates of identity will be valid for five years and not renewable except temporarily as below. On expiration application for a new certificate must be made in the usual way.

9. Provisional certificates, drawn up as far as possible on the lines of the Certificate described in enclosure 1, may be granted by Consular Officers at their discretion, pending a reply to an application for a document of identity, in special cases such as the following:

(*a*) Where a document of identity has been lost or destroyed, and the applicant is known to the Consular Officer to be a British subject or British protected person.

(*b*) In case of emergency, where confirmation has been obtained by telegraph at applicant's expense of his claim to British nationality and pending the receipt of the certificate for which application has been made.

(*c*) Where the validity of an existing certificate has expired by more than six months. In other cases the certificate may be renewed for a further limited period not exceeding six months pending application to the issuing authority for the grant of a new certificate.

10. When an application for a passport is made by a coloured seaman who states that he has ceased to follow the sea the matter should be dealt with in the lines of the instructions in Foreign Office circular T. 10179/6202/378 of the 4th September, 1931—Passport facilities for illiterate Indian British subjects.

That is to say, provided their claim to British nationality is established applicants who are not literate or of established position would only be eligible for emergency certificates to return home or, if they have taken up employment in a foreign country, to temporary passports available for that country and for such other countries as they may actually have occasion to visit. The general endorsement for the British Empire should be omitted.

11. In all cases the applicant for a passport should be required to establish definitely that he has abandoned the sea. Unless in possession of a seaman's identity certificate issued on behalf of the Government of India or a Colonial Government his claim to British nationality should be verified by inquiry from the British authority concerned, the applicant being required to furnish particulars similar to those in the form of application for a seaman's certificate.

12. Where a passport is granted in such cases any seaman's certificate in possession of the holder should be impounded.

13. Applications from natives of Aden and the Aden Protectorate for the endorsement of their passports for travel to France should in every case be carefully scrutinized. It is, generally speaking, undesirable to comply with them without reference to the authority who issued the passport.

Enclosure 2 in No. 214.

(Circular.)

(T. 10179/6202/378.)

Foreign Office, 4th September, 1931.

Passport Facilities for Illiterate Indian British Subjects.

SIR,

I AM directed by the Marquess of Reading to inform you that it is desired to modify the instructions contained in Foreign Office Circular T. 3491/144/378 of the 15th April, 1930, concerning the issue of passport facilities to Indian British subjects.

2 In future Indian British subjects of good character and established position, who apply therefore, may be granted ordinary British passports of full validity and bearing the usual endorsement for the British Empire, in the absence of any special reasons which may make restriction desirable in individual cases.

3. Indian British subjects of a low standard of education and limited means, who wish to travel to the United Kingdom in search of employment or to engage in petty trade, should not be granted passports, or an endorsement on a passport, valid for the United Kingdom, unless they can produce evidence that they have a definite offer of employment or that they are unlikely to fall into a state of destitution in the event of their being unsuccessful in obtaining employment.

In considering the probability of employment in the United Kingdom being obtained by a particular applicant due weight should be given to the ability of the applicant to speak English.

Persons in this class who can produce evidence of a satisfactory reason for requiring passport facilities would generally be eligible only for passports available for India and such other countries, British and foreign, as they may actually have occasion to visit. The general endorsement for the British Empire should be omitted.

If an applicant is returning to India an emergency certificate, or, in default, a temporary passport available for the single journey only, should be granted.

A restricted passport so issued should bear a clear endorsement that it is available only for the necessary period for the most convenient or direct journey to India, and that application must be made by the holder to the authorities in India for any further extension that may be required.

4. To meet special local conditions, such as occur owing to the traffic between the Netherlands East Indies and the Straits Settlements, Consular officers may, at their discretion, and provided there is no local objection, grant extended emergency certificates, available for one journey and return, to Indian British subjects of a low standard of education and limited means residing within their district who have occasion to make temporary visits to India or other British territory from the foreign State in which they reside.

5. Applications for endorsements or renewals from Indian British subjects who are holders of passports issued in India, should be dealt with under the general instructions given above. Cases of doubt should be referred to the Government of India.

6. This Circular supersedes the Foreign Office Circular of the 15th April, 1930, referred to above.

7. Additional copies of this Circular are enclosed for distribution to Consular officers under your superintendence who are authorized to issue or renew passports.

I am, &c.,

ROBERT VANSITTART

His Majesty's Consular Officers
authorised to issue and renew Passports.

C. 80095/31 [No. 12].

No. 215.

COLONIAL OFFICE to FOREIGN OFFICE.

SIR, Downing Street, 21st October, 1931.

I AM directed by Mr. Secretary Thomas to acknowledge the receipt of Foreign Office letter of the 10th of October,* regarding the Circular which it is proposed to address to His Majesty's Consular Officers on the subject of travel documents for coloured seamen.

I am to suggest, for the consideration of the Marquess of Reading, that the words " British Colonies, Protectorates, and Mandated Territories in East and West Africa " should be substituted for the words " British East Africa " under the headings for both British subjects and British protected persons in paragraph 3 of the draft Circular, and that the Straits Settlements should be added to both lists.

Subject to the foregoing amendments Mr. Thomas concurs in the terms of the draft Circular.

I am, &c.,

R V VERNON.

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* No. 214.

(ii) Miscellaneous.

C. 79323/30 [No. 58].

No. 216.

MR. A. S. HOSKIN (BOARD OF TRADE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

Mercantile Marine Department, Board of Trade,
Great George Street,
Westminster, S.W.1, 5th October, 1930.

DEAR HOWARD,

MARKER has handed me your letter of the 1st October,* enclosing copy of correspondence with a South Shields boarding-house keeper named Ali Hamed Dheli, but I do not think that there is anything which we would wish to add to your official reply to the latter gentleman. The Rota System, as I expect you know, was introduced by agreement between the Shipping Federation and the National Union of Seamen with the object of providing that, when Arab and Somali crews are to be engaged, those who have been the longest out of a job are given the first opportunity of employment. It has also the general object of regulating the supply of Arabs and Somalis to ships and preventing or checking bribery on the part of boarding-house keepers and others. We were not consulted in connexion with the institution of the system and there seems to be no reason why we should interfere with it. We take the view that the selection of seamen for employment is a matter for the discretion of the shipowner and, so long as there is no breach of the law, there are no grounds on which we could officially intervene. The Rota System is not illegal and, so far as we can judge, not inequitable; and there for the present the matter rests.

It is true that Arabs have been feeling the pinch of unemployment rather badly during the current year, but so have white seamen. This is due to the general trade depression and has nothing to do with the Rota System.

I return the printed statement which you enclosed.

Yours, &c.,
A. S. HOSKIN.

C. 79323/30 [No. 92].

No. 217.

COLONIAL OFFICE to MR. A. ALI.

Downing Street, 7th November, 1930

SIR,

I AM directed by Lord Passfield to refer to your letters of the 12th of August† and 3rd of September,† copies of which have been received in this department through the Office of the High Commissioner of India.

I am to inform you that the question of the maintenance of any seamen who may be destitute is a matter upon which you should communicate with the South Shields Public Assistance Committee.

I am also to add that the Rota Scheme, which was introduced by agreement between the Shipping Federation and the National Union of Seamen with the object of ensuring that, when Arab and Somali crews are to be engaged, those who have been longest out of employment are given the first opportunity of employment, does not appear to be inequitable so far as can be judged. Moreover, the selection of seamen for employment is a matter for the discretion of the shipowner and the prevailing unemployment which has affected British seamen as well as Arabs is due to the general trade depression and not to the Rota System.

I am, &c.,
F. J. HOWARD

* C. 79323/30 [No. 54] : not printed.

† C. 79323/30 [Nos. 71a and 71b] : not printed.

C. 79323/30 [No. 105].

No. 218.

MR. F. J. ADAMS (OFFICE OF THE HIGH COMMISSIONER FOR INDIA)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

[*Answered by No.* 219.]

India House, Aldwych, London, W.C.2,
19th November, 1930.

DEAR HOWARD,

AT the end of last month the Asiatic and Overseas Home admitted one Ismail Mahomed, stated to be a destitute seaman from Aden. He does not seem to have any papers showing that he is a British subject from the Settlement, and we should be obliged if you would kindly say whether you have any information about him.

In the event of his being a British protected person from the Protectorate, may we pass the charge for his maintenance on to you? Possibly you will feel that as the Home were not, by an oversight, informed of the new arrangements, the charge should fall on us.

The Home have now been informed of the new arrangements and instructed that, unless there is definite proof that the man is from the Settlement, they should refer to you before admitting him.

Yours, &c.,
F. J. ADAMS.

C. 79323/30 [No. 106].

No. 219.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. F. J. ADAMS (OFFICE OF THE HIGH COMMISSIONER FOR INDIA).

[*Answered by No* 220.]

Downing Street, 24th November, 1930.

DEAR ADAMS,

YOUR letter of the 19th November* regarding Ismail Mahomed.

We have been unable to trace any information on record here about this man.

In view of the decision reached at our Interdepartmental Conference in September last,† viz., that " for the future the Colonial Office would not accept any responsibility for the maintenance of coloured Adenese seamen " I do not see that it can fairly be expected of us to accept responsibility for any charges incurred at the Asiatic Home on behalf of Ismail Mahomed, even if he should prove to be of Protectorate birth—and I am afraid that we should have little success in attempting to persuade the Treasury that they should concur in any such proposal. You, of course, treat the problem of these seamen on a wider basis than we do, offering as you do (to men of Settlement birth) maintenance as well as repatriation. We, on the other hand, are now strictly limited to the consideration of the question of repatriation only (in cases of men of Protectorate birth) and do not accept liability for maintenance charges in any cases whatever (whether the men are of Protectorate birth or aliens).

With regard to the last paragraph of your letter, it would possibly be well to make it clear to the Superintendent at the Asiatic Home that no cases for admittance to the Home can, in future, come from us as we are precluded from accepting responsibility for maintenance charges of these men in any circumstances.

Yours, &c.,
F. J. HOWARD.

* No. 218.

† No. 205.

C. 79323/30 [No. 120].

No. 220.

MR. F. J. ADAMS (OFFICE OF THE HIGH COMMISSIONER FOR INDIA)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

India House, Aldwych, London, W.C.2,
16th December, 1930.

DEAR HOWARD,

WITH reference to the last paragraph of your letter of the 24th November,* I enclose copy of a further letter to the Honorary Secretary, Asiatic and Overseas Home, which will, I hope, make the position, so far as you are concerned, quite clear.

Yours, &c.,
F. J. ADAMS.

Enclosure in No. 220.

Office of the High Commissioner for India,
General Department,
India House, Aldwych, London, W.C.2,
13th December, 1930.

DEAR MR. STEPHENS,

WILL you please refer to my official letter dated the 12th November, 1930, regarding your October account. In (3) of that letter in connexion with the case of Ismail Mahomed, we stated the arrangement that had been arrived at with the Colonial Office as regards Adenese. The Colonial Office have now asked us to make it clear that no cases for admission to the Home can come from them as they are precluded from accepting responsibility for maintenance charges of Adenese in any circumstances. The position is, therefore, that there can be no refund of maintenance charges in respect of any Adenese other than British subjects from the Settlement; and that as regards Adenese British subjects from the Settlement, maintenance charges will be refunded only in cases in which the men have been admitted to the Home with our prior sanction.

2. Will you kindly note accordingly.

Yours, &c.,
F. J. ADAMS.

The Rev. E. C. Stephens,
Asiatic and Overseas Home.

C. 89323/31 [No. 7].

No. 221.

MR. B. W. P. MORGAN to COLONIAL OFFICE.

[*Answered by enclosure in No.* 222.]

23, High Street, Cardiff, 13th March, 1931.

DEAR SIR,

I HAVE been consulted by a number of "genuine Adenese," who complain (if I might be permitted to say, rightly so), that they are being somewhat unfairly treated by the Seamen's Union.

I act for a number of coloured men and I realize and appreciate the difficulty with regards to "Adenese"—a great number stating that they were born in the town of Aden, in order to avoid registration, whereas, no doubt, a large number were born in the country of Aden, and some, not even there.

I use the term "genuine Adenese" for the men who have consulted me, because they have all produced to me passports from Aden.

Their complaint is that the Seamen's Union at Cardiff, like other ports, have instituted a scheme of registration by Arabs and Somalis and irrespective of whether the Arabs are British subjects or not, they are compelled to register and take their turns in rotation for jobs.

This scheme, I agree, is a good one, but I contend seriously, on behalf of Arabs who can satisfactorily prove to the authorities that they are British subjects, that they

* No. 219.

should receive preference to the extent, that they should, similar to other British subjects, be able to seek for a job for themselves.

The strong argument that they put forward is, that all other foreigners, other than Arabs, are permitted to seek for jobs for themselves, but that they, being British subjects, but classified as Arabs, are compelled to adopt the registration scheme that is in force at Cardiff.

I understand that similar protests have been made at South Shields, and the Adenese that can prove that they are genuine British subjects have been eliminated from the Register.

I am therefore asking on their behalf, with every respect, that a similar concession might be granted to the British Adenese at Cardiff.

I was recently in a Test Case at Cardiff with another solicitor in respect of six Arabs, who were alleged to have been receiving outdoor relief, and they stated that they were Adenese, but had no passports, and the Alien Officer (Sergeant Holdsworth), giving evidence in that case, stated "that genuine Adenese had passports and were British subjects and that they were very proud of that fact and kept themselves to themselves and would not mix with the other Arabs who stated that they were Adenese but could not substantiate the fact by documentary evidence."

I feel sure, Sir, that you will give their contention and mine every consideration, and I trust that you will come to the conclusion, and let me know officially, that as British subjects they might be permitted to seek jobs for themselves on the ships and if accepted would not be turned down by the Union and the Federation owing to their name not being the next on the rota, as at present.

I am, &c.,
B. W. P. MORGAN.

C. 89323/31 [No. 11].

No. 222.

MR. A. S. HOSKIN (BOARD OF TRADE)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

Mercantile Marine Department, Board of Trade,
Great George Street,
Westminster, S.W.1, 28th April, 1931.

DEAR HOWARD,

WITH reference to your letter to Ovey of the 7th April,* enclosing a letter† from a Mr. B. W. P. Morgan, about the Rota System at Cardiff, I attach, for your information, a copy of our reply to Mr. Morgan.

Yours, &c.,
A. S. HOSKIN.

Enclosure in No. 222.

Mercantile Marine Department, Board of Trade,
Great George Street,
Westminster, S.W.1, 28th April, 1931.

SIR,

I AM directed by the Board of Trade to inform you that your letter of the 13th March, addressed to the Colonial Office regarding the employment of Adenese in British ships, has been referred to this Department.

With reference thereto I am to state that the Rota System was introduced by agreement between the Shipping Federation and the National Union of Seamen in connexion with the arrangements for the joint supply of seamen to ships which were established some years ago by the National Maritime Board. The Board of Trade are not a party to the agreement and they have no official connexion with it, but they understand that the Rota System is intended to cover all Arabs and Somalis, irrespective of nationality.

It would appear that the main object of your letter is to urge that Arab seamen who are British subjects should be given preference over other Arabs in the selection of seamen for employment on board British ships. The legislation in force in this country

* C. 89323/30 [No. 9]: not printed.

† No. 221.

draws certain distinctions between British and foreign seamen, in that the former are not subject to the language test prescribed by Section 12 of the Merchant Shipping Act, 1906, nor to the restrictions imposed by Section 5 of the Aliens Restriction (Amendment) Act, 1919. Subject, however, to the provisions of those Sections, it is within the discretion of a shipowner to decide what seamen or what class of seamen shall be employed in his ships; and if a shipowner or a group of shipowners agree with a Seamen's Union that the crews of their ships shall be selected in a certain way, then, so long as there is no breach of the law, there are no grounds on which the Board of Trade can interfere. The adoption of the line of action suggested in your letter does not, therefore, rest with the Board of Trade but with the Shipping Federation and the National Union of Seamen, and any representations that you may wish to make on the subject should be addressed to one or both of those organizations.

I am, &c.,
G. E. BAKER.

B. W. P. Morgan, Esq.

C. 80095/31 [No. 6].

No. 223.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of a despatch from His Majesty's Consul-General at Naples on the subject of the validity of seamen's discharge books, other than British, for travel to the United Kingdom for such observations as Lord Passfield may desire to offer.

Foreign Office,
20th July, 1931.

Similar letter sent to Home Office and Dominions Office.

Enclosure in No. 223.

(No. 32.)

SIR, British Consulate-General, Naples, 3rd July, 1931.

I HAVE the honour to report that the question has recently arisen as to the validity of seamen's discharge books, other than British, for travel to the United Kingdom.

2. It happens from time to time that British subjects are discharged here from foreign vessels, and have no alternative but to proceed to the United Kingdom, as the prospects of obtaining a ship locally are remote, and I understand that the local authorities usually insist on their leaving the country if discharged here.

3. If there is good reason to believe that the seamen are natives of the United Kingdom, I could, of course, furnish them with Emergency Certificates, but it happens at times that these seamen are natives of one of the Dominions and have not sufficient money to reach their native country, and I would hesitate to give them Emergency Certificates to the United Kingdom under present conditions.

4. It seems that seamen are often informed in the Dominions that they do not need passports, but that their discharge books are sufficiently good travel documents. As it seems likely that inquiries may be made of me in the near future, I should be grateful for instructions as to whether British subjects, natives of overseas Dominions, would be able to travel to the United Kingdom on Norwegian or other foreign seamen's discharge books.

I have, &c.,
GODFREY A. FISHER.

His Majesty's Principal
Secretary of State for Foreign Affairs,
Foreign Office,
London.

C. 80095/31 [No. 10].

No. 224.

FOREIGN OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State for Foreign Affairs presents his compliments to the Under-Secretary of State for the Colonies and, by direction of the Secretary of State, transmits herewith copy of a despatch to His Majesty's Consul-General at Naples on the subject of the validity of seamen's discharge books, other than British, for travel to the United Kingdom.

Foreign Office,
27th August, 1931.

Reference to previous correspondence: Colonial Office letter of 31st July, 1931.*

Similar letter sent to Dominions Office and Home Office.

Enclosure in No. 224.

(No. 36.)

SIR, Foreign Office, S.W.1, 25th August, 1931.

WITH reference to your despatch No. 32 of the 3rd ultimo,† I am directed by His Majesty's Principal Secretary of State for Foreign Affairs to inform you that the Home Office state that a statement in a foreign seaman's discharge book that the holder is a British subject would not normally be accepted by an Immigration Officer in the United Kingdom as satisfactory evidence of the fact.

2. Unless the holder is able to produce more definite evidence in support of claim to British nationality the case should be referred to the Foreign Office for investigation before facilities are accorded for the seaman to proceed to the United Kingdom.

I am, &c.,
R. G. HOWE.

G. A. Fisher, Esq.,
&c., &c., &c.,
Naples.

C. 89323/31 [No. 12].

No. 225.

HOME OFFICE to COLONIAL OFFICE.

THE Under-Secretary of State, Home Office, presents his compliments to the Under-Secretary of State, Colonial Office, and transmits copy of a letter addressed to the India Office on the subject of the control of coloured seamen entering the United Kingdom.

Home Office,
5th September, 1931.

Reference to previous correspondence: Letter from the India Office, dated 8th December, 1930.‡

Similar letter sent to the Foreign Office.

Enclosure in No. 225.

SIR, Home Office, 5th September, 1931.

I AM directed by Secretary Sir Herbert Samuel to refer to your letter of the 20th ultimo, enclosing copy of a letter from the Resident at Aden suggesting that Certificates of Registration of seamen returning to Aden might be impounded at the time of their departure from the United Kingdom and to say, for the information of Sir Samuel Hoare, that in the opinion of Sir Herbert Samuel, certain disadvantages might follow as a result of this proposal.

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* C. 80095/31 [No. 7]: not printed.

† Enclosure in No. 223.

‡ C. 79323/30 [No. 115]: not printed.

Seamen from countries bordering on the Red Sea are now generally aware that the possession of a police certificate of registration issued in the United Kingdom does not ensure their re-admission to this country whether they arrive as seamen or passengers, and Sir Herbert Samuel would prefer in the meantime to leave the present arrangements undisturbed as he is of opinion that it is too soon yet to determine if the steps which have already been taken are proving effective in preventing the unauthorized landing of Arab seamen in the United Kingdom.

I am, &c..
E. N. COOPER.

The Under-Secretary of State for India,
Economic and Overseas Department,
India Office.

6. PROTECTORATE LEVIES.

C. 79286/30 [No. 16].

No. 226.

AIR MINISTRY to COLONIAL OFFICE.

[*Answered by No.* 231.]

SIR, Air Ministry, London, W.C.2, 17th June, 1930.

I AM commanded by the Air Council to refer to the question of the establishment of the Aden Protectorate Levies, and to the correspondence in regard to the retention of two additional platoons, making six in all, sanction for which until July, 1930, was received in Treasury letter (S. 31385/05) of 21st May, 1929,* addressed to the Colonial Office.

It is clear that there can be no present question of reducing the establishment of the Levies below six platoons. No police are available to relieve the Levy detachment at Kamaran and the recruitment and training of the permanent police force for duty on the mainland itself is being delayed owing to the difficulty in obtaining suitable officers for the purpose. In the circumstances the Air Council are in agreement with the representations contained in the enclosed letter from the Officer Commanding, the British Forces at Aden, and they will be glad if, with Lord Passfield's agreement, Treasury approval may be obtained by the Colonial Office to the retention of the Levy establishment on the basis of six platoons until July, 1931, and thereafter of five platoons. In this regard the Air Council would observe that an undertaking was given to the Government of India that there would be no reduction in the present size of the Levy forces without consultation with them and it is evident that, apart from other considerations, the situation as regards the organization of a permanent police force is not such as to offer any expectation that the strength of the Levy Force on the mainland can be reduced for some time to come. If and when it became possible to make any reduction in the Levy establishment the necessary adjustment could be made by checking recruiting until such time as any redundant personnel (about 35 in all for one platoon) were absorbed.

As Lord Passfield is already aware the estimates for 1930 were in fact struck on the basis of retaining six platoons throughout the present financial year.

I am, &c.,
H. McANALLY.

Enclosure in No. 226.

SIR. Headquarters, British Forces, Aden, 14th May, 1930.

Aden Protectorate Levies Establishment.

1. I have the honour to submit that proposals for a revised establishment for the Aden Protectorate Levies were submitted under cover of my letter Aden/24/1/Air, dated 25th October, 1929, and were approved in general terms under cover of Air Ministry letter number 876527/28/O.2 dated 9th January, 1930, but the new establishment has not yet been received.

* No. 252 in Middle East No. 22.

2. The suggested establishment consisted of five platoons and one Camel troop. The existing establishment also consists of five platoons and one Camel troop, but two of the platoons are on a one year's engagement which is due to expire in July next. A minimum establishment of four platoons and one Camel troop is considered necessary for the defence of Aden together with an additional platoon for the defence of Kamaran until such time as this duty is taken over by the Aden police, which cannot now be effected for about 18 months.

3. It is therefore requested that it may be confirmed that the establishment of the Aden Protectorate Levies consists of—

(*a*) Four platoons and one Camel Troop on regular engagement;
(*b*) One platoon on temporary engagement.

4. It is also requested that the engagement of one platoon required for Kamaran may be extended until July, 1931.

I have, &c.,
C. T. McLEAN,
Group Captain,
Commanding, British Forces in Aden.

The Secretary,
Air Ministry,
Adastral House,
Kingsway,
London, W.C.2.

C. 79286/30 [No. 18].

No. 227.

MR. C. EVANS (AIR MINISTRY)

to

MR. F. J. HOWARD (COLONIAL OFFICE).

[*Answered by No.* 230.]

Air Ministry, Adastral House,
MY DEAR HOWARD, Kingsway, W.C.2, 10th July, 1930.

WILL you please refer to our letter of 17th June* on the subject of the establishment of the Aden Protectorate Levies. I understand that the Colonial Office would prefer not to take this matter further with the Treasury for the reason that you have lately received from them authority which covers the retention of six platoons until the end of the financial year 1930, and in these circumstances you think that the question of authority for the remaining period of April to July, 1931, can be left until the question of requirements for the whole financial year 1931 has to be considered.

We have no objection to this provided you clearly realise that we are giving authority to the Officer Commanding, British Forces, Aden, to make such re-engagements, &c., as are necessary to keep his full six platoons until at earliest July, 1931.

Perhaps you would let me have your confirmation of this.

Yours, &c.,
CHARLES EVANS.

C. 79286/30 [No. 19]

No. 228.

MR. F. J. HOWARD (COLONIAL OFFICE)

to

MR. W. R. L. TRICKETT (TREASURY).

[*Answered by No.* 229.]

DEAR TRICKETT, Downing Street, 18th July, 1930.

WILL you kindly glance at the enclosed copy of a letter† which Evans of the Air Ministry has sent me on the subject of the Aden Protectorate Levies. I also enclose a copy of the Air Ministry's official letter of 17th of June* to which Evans alludes.

* No. 226. † No. 227.

We propose to answer the Air Ministry's letter of 17th June by calling their attention to the last paragraph of your (official) letter of 14th June, S. 21238/04,* and saying that we consider the question of the retention of six platoons to 31st July next year, and a reduction to five platoons thereafter might be deferred for the present and considered in connexion with the 1931 Estimates. I also propose to answer Evans' letter by saying that we fully realize that it will be necessary for them to contemplate the making of re-engagements on the assumption that a full six platoons will be necessary until July, 1931, at the earliest.

The India Office have, at last, appointed the Assistant Superintendent of Police who is to organize the permanent force and it is hoped to secure the services of an Arab Inspector shortly. It will then be possible to go ahead with the training of the permanent force but it may be taken for certain that the progress which will be made in that direction will be insufficient to admit of any reduction in the number of the levies earlier than July next. Sir S. Symes, to whom I have spoken, fully agrees.

I hope, therefore, you will concur on our proposed reply.

Yours, &c.,
F. J. HOWARD.

C. 79286/30 [No. 20].

No. 229.

MR. W. R. L. TRICKETT (TREASURY)
to
MR. F. J. HOWARD (COLONIAL OFFICE).

(S. 21238/04.)

DEAR HOWARD, Treasury Chambers, 6th August, 1930.

Aden Protectorate Levies.

WITH reference to your letter of the 18th ultimo,† we agree in substance with your proposed answer. Treasury letter of 14th June‡ should stand; but in saying that, we appreciate that in some few cases it is impossible to avoid the period of re-engagement extending to July, 1931. So far as is reasonably possible, however, the Officer Commanding should be ready to give immediate effect to the reduction to 5 platoons, as and when that reduction is decided upon.

Yours, &c.
W. R. L. TRICKETT.

C 79286/30 [No. 21].

No. 230.

MR. H. R. COWELL (COLONIAL OFFICE)
to
MR. C. EVANS (AIR MINISTRY).

DEAR EVANS, Downing Street, 13th August, 1930.

WITH reference to your letter to Howard of 10th of July§ regarding the Protectorate Levy Establishment, will you please note that we are replying to your official letter of 17th of June‖ in our letter to you of this date.¶

It is, of course, fully realized by us that it will be necessary for you to contemplate the making of re-engagements on the assumption that a full six platoons will be necessary until July, 1931, at the earliest but Howard wrote to Trickett semi-officially on the point and you ought to know the latter's reply. The Treasury wish their letter to us of 14th of June (S. 21238/04)‡ to stand but, in saying that, they appreciate that in some few cases it will be impossible to avoid the period of re-engagement extending to July, 1931. So far as reasonably possible, however, they consider that the Officer Commanding should be ready to give immediate effect to the reduction to five platoons, as and when that reduction is decided upon.

Yours, &c.
H. R. COWELL.

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* No. 182 in Middle East No. 33. † No. 228. ‡ No. 182 in Middle East No. 33.
§ No. 227. ‖ No. 226. ¶ No. 231.

C. 79286/30 [No. 22].

No. 231.

COLONIAL OFFICE to AIR MINISTRY.

SIR, Downing Street, 13th August, 1930.

I AM directed by Lord Passfield to acknowledge the receipt of your letter of the 17th June, 1930,* regarding the establishment of the Aden Protectorate Levies and, with reference to the suggestion made in the second paragraph therein that Treasury approval should be obtained to the retention of the Levy establishment on the basis of six platoons until July, 1931, and thereafter of five platoons, I am to invite the attention of the Air Council to the last paragraph of Sir R. V. Nind Hopkins' letter of the 14th June, 1930,† a copy of which was transmitted to you in the letter from this Department of 25th June, 1930.‡

2. It will be observed therefrom that Their Lordships have agreed that the strength of the Protectorate Levies may be maintained at six platoons during the current financial year, and Lord Passfield considers, in the circumstances, that it would be preferable to leave over for the present the question of the retention of the six platoons for the further period from April to July, 1931 (and thereafter of five platoons), and to bring the matter up for consideration in connexion with the Colonial and Middle Eastern Services Estimates, 1931.

I am, &c.,
H. R. COWELL.

D. THE YEMEN.

1. TREATY NEGOTIATIONS WITH THE IMAM.

C. 79280/30 [No. 3].

No. 232.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 10th February, 1930.)

[*Answered by No.* 235.]

(Secret.)
(No. 17.)

MY LORD, The Residency, Aden, 29th January, 1930.

IN reference to my Secret despatch of the 11th of November last,§ I have the honour to forward translations of a letter received from the Imam at Sana'a and of an interim reply I have sent to His Highness.

2. The Imam's last communication is as little ambiguous as any written one from him is likely to be. It appears from it that, unless His Majesty's Government are prepared to recognize in a formal manner His Highness' political concern with the Aden Protectorate, he is not willing to make a treaty but wishes to preserve peaceful relations. Assuming, as I think we must, that his present attitude will be maintained, the immediate issue is whether his anxiety for peace is strong enough to deter him from acts of aggression and insidious intrigue. His toleration of the *status quo* on the frontier which was established by our air and tribal operations in 1928, and his repeated assurances of a friendly disposition are satisfactory indications in themselves. But it would be desirable, if possible, to obtain a more authoritative statement of his good intentions and also, I think, to find a basis for regular inter-communication which could be useful in an emergency.

3. With these objects in view I have prepared a further letter which, subject to Your Lordship's concurrence in its terms, I propose to address to the Imam.

I have, &c.,
G. S. SYMES,
Resident, &c.

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* No. 226. † No. 182 in Middle East No. 33. ‡ C. 79286/30 [No 14]: not printed.
§ No. 391 in Middle East No. 22.

Enclosure 1 in No. 232.

In the name of the merciful and compassionate God.

Dated 3rd Shaban, 1348.
,, 3rd January, 1930.

FROM HIS HIGHNESS IMAM YEHIA BIN MOHAMED HAMID UDDIN TO HIS EXCELLENCY LIEUTENANT-COLONEL SIR STEWART SYMES, RESIDENT AND COMMANDER-IN-CHIEF, ADEN.

After Compliments.

We have received Your Excellency's letter dated the 10th Jomad Thani 1348 (11th November, 1929) and gone carefully through it and through the proposals sent with it. While pondering over its acceptance in the original, we may say that there had been no clear or final form of undertaking arrived at or any basis in that respect between the late General Sir Gilbert Clayton and our Government. The only thing that was done by the late person was that he had made and submitted proposals that did not go beyond the meaning of his instructions and his prepared drafts, with their literary and civil meanings, which were discussed and studied with our Government In fact our Government have made all possible efforts in order that the instructions and the preparation of drafts by the aforesaid might be brought into a proper form for the completion of the means for the conclusion of a fundamental treaty between the British Government and our Government. After having heard our explanations, comments and just assurances, which purported in a conclusive and final way our refusal to lose any part of the rights of the original and natural Kingdom of Yemen or any part of our ancient, well established and well-known possessions (notwithstanding that we do not consent to allow the solution of the affair in a way or form prejudicial to the wide-spread and general political interests of the honourable British Government), Sir G. Clayton notified us that he possessed no authority to discuss with us matters which were outside the instructions and orders received from the British Government and that he would, however, submit the case to the British Government and ask for the necessary authority; and in this way discussions with our Government ended.

In his last letter to us he stated in an official and final way, that he had abrogated and cancelled all the previous discussions, communications, and dealings he had had with our Government and he thereupon bid farewell to our country and left it. In these circumstances, it will be agreed that there remains no place whatever for inquiry to-day as to the instructions, proposals or discussions which were personally cancelled, abrogated and made null and void by the person referred to, nor for your basing your readings on those discussions which were already cancelled. It is particularly natural to say that it is unbecoming in the wise British Government to resume discussions on matters already discussed and finally cancelled and abrogated by their official delegate.

Should Your Excellency be content that our communications and explanations are correct and genuine and that they are well intended, we wish to explain herein that in addition to the fact that the former negotiations were already cancelled by His Excellency the late General in an official letter from him, their abrogation was followed by acts of destruction inflicted by British Government aeroplanes over our countries and their people, mercilessly, unjustly, and terribly, without our having committed any previous offence or crime. Our Kingdom has now been reduced to a very distressed state on account of those treacherous excesses which we at no time deserved. For these reasons we continue to expect the just British Government to direct its attention to the healing of our wounds and we look to them to take the necessary steps in the matter. Moreover we are still firm in cherishing the hope of success in the conclusion of a sincere, true and strong treaty with the British Government, free from all doubt and suspicion.

In addition to the declarations and communications which we have had to submit as necessity demanded, we deem it necessary also briefly to record some of our sincere views in order that Your Excellency may assist us in the matter. We request that you will take the utmost interest in studying and deeply considering our representations and opinions in a wide sense of intelligence and comprehensive prudence, and that you will not let it be confined to a limited and simple circle. These representations are that we, the people of the Yemen, continued our long struggles ceaselessly for over three centuries with the Ottomans who had forcibly occupied and controlled our country, in order to expel and turn them out. After having sacrificed all that was dear and precious to us, such as the blood and lives of our sons, our relations and ourselves, we were able to rescue our country 11 years ago from the hands of the usurpers, by the grace of God.

Shortly after this we desired to enter into a genuine, reasonable and well-established treaty with the great British Government as a basis for our conduct, before everything and before every other consideration. It was our utmost wish to become useful and helpful in every respect to the British Government and to harm it neither in the present nor in the future. We have adopted this course as our principal security, with the utmost sincerity and free from every doubt. We disassociate ourselves from and avoid and dislike any movement against the practice of these our principles, while the Authorities at Aden have confined all their policy to the consideration that the only course for the protection of Aden has been the maintenance of friendliness, kindness, and loyalty with certain of the Chiefs and Rulers of the surrounding country. They have not been able to rid themselves of this sterile, inconsistent, useless, and unprogressive policy. They have not succeeded in realizing, and prefering a sound, secure and faithful policy which would lead to friendship and agreement with the ancient, great, well-known and distinctive Kingdom of the Yemen (containing 9 million souls of one origin, one religion, and one language), and which would be safer, and more useful, consistent, and fit for the general widespread, great, comprehensive and lasting policy of the great British Government. For these reasons the Government of Aden have seen no objection, nor anything to be shunned in continuously, unjustly and unnecessarily slighting the sincerity of the great and rich Kingdom of the Yemen, which it desires to prove to the British Government.

The continuance of this state of affairs is liable to cause disturbance and sorrow. We claim that the English who are known for their honour, enlightenment, wisdom, and perfection of sense, will admit and agree with us one day, that the line of action adopted by the Aden Government was negligent and mistaken.

We again inform Your Excellency most sincerely and freely that we wish to maintain our ancient and sole right of ownership of our Kingdom in its full unity and natural whole. We are neither disposed nor prepared to set aside any part or particle whatever of our said possessions. We do not ask for anything prejudicial to the policy of the honourable British Government and their principal benefits, nor do we claim to deprive or prevent them from the use of places as bases for their fundamental interests and wide policy. We most sincerely and heartily wish and ask for the achievement of the original, natural and proved historic and permanent rights of the Yemen as required by clear and just right, and absolutely for the friendship, confirmation, and consolidation of the general benefit, interest, and establishment of British policy. We are prepared to prove our good intentions and full sincerity, and with these sincere hopes we continued discussions with Mr. Craufurd who came to us some two years ago in an unofficial capacity, when a draft treaty with the Government was drawn up and prepared, and submitted to Your Excellency by the aforesaid. We then received a communication from Your Excellency asking us to send an official delegate for the conclusion of a treaty, and stating that while concluding the general treaty, due consideration and regard would be paid to the said draft of Mr. Craufurd although it was not considered to be an official document. Shortly afterwards, Mr. Craufurd came to our country again, a few months ago, in a private and unofficial capacity as before. He asked for the modification and amendment of the draft treaty that had been drawn up with our Government previously, and after discussion and exchange of views we recast the draft with further modifications and amendments, and it was then submitted to Your Excellency by the aforesaid. He has already privately given us to understand your reply to him, which was to the effect that Your Excellency had despatched the draft to London and that action would be taken in accordance with orders and instructions received from London.

We are strongly confident that the wise and just British Government will make a careful and thorough inquiry into the affair of the Yemen, with a sense of prudence, consideration, sympathy and far-sighted justice, for full details of its confirmation, and that they will direct the terms of the required general treaty in an acceptable and feasible way such as will ensure the maintenance of joint benefits without prejudice either to England or to the Yemen. We entertain no doubt of this. We are awaiting this sound and excellent result, because the drafts of the Craufurd treaty are rightly fit to be accepted.

It remains for us to add to this sincere letter that in spite of the misunderstanding, ill-intention, and other dealings which we have regretfully suffered, we maintain for ever with fortitude and strong firmness a deep and true love for the great British Government, and will continue to observe it till the end. We are always in expectation of receiving justice, equity, and sympathy. We request you to take early steps to represent the true facts of the case to the great British Government without concealing or omitting any part thereof.

Please accept our compliments.

Enclosure 2 in No. 232.

YOUR HIGHNESS, The Residency, Aden, 29th January, 1930.

I HAVE the honour to acknowledge receipt of Your Highness's letter dated the 3rd (of January, 1930) of Shaban, 1348, and to note that Your Highness is unwilling to resume formal negotiations for a treaty on the basis proposed by His Majesty's Government as defined in my letter to Your Highness dated the 11th of November (10th Jumad Thani).

I am confident that His Majesty's Government will appreciate the expressions of goodwill and desire for peaceful relations conveyed in Your Highness's letter, a copy of which I have forwarded to London; and I shall not fail to communicate with Your Highness as soon as I receive their instructions on this subject.

I take this opportunity to convey to Your Highness the expression of my personal esteem and regard.

(Signed) G. S. SYMES,
Resident and Commander-in-Chief.

To His Highness
Imam Yehia bin Mohammed Hamid uddin,
Sana'a.

Enclosure 3 in No. 232.

Draft of letter to His Highness the Imam.

YOUR HIGHNESS,

I HAVE the honour to inform Your Highness that His Majesty's Government have noted with regret your inability to accept their proposals contained in my letter of 11th November last, and have given very careful consideration to the opinions expressed in your letter dated 3rd Shaban, 1348.

I am directed to explain that Sir G. Clayton when breaking off negotiations at Sana'a could give Your Highness no assurance that His Majesty's Government would be willing to resume them in the same spirit of conciliation at a future date, but that the proposals in my letter quoted above were intended to reveal to Your Highness that the friendly disposition of His Majesty's Government and their attitude on the question of the Protectorate were unchanged.

In respect of Your Highness's complaint of acts of destruction by aeroplanes I am to remind Your Highness that a principal object of Sir G. Clayton's mission was to repair a situation that His Majesty's Government considered intolerable and that their anxiety to resume negotiations for a treaty was prompted by the desire to remove all causes of disagreement in future. As instances of such, I am to cite the hostages, of whom a nominal roll* is enclosed for your information, who are still forcibly detained in the Yemen, and also the existence of armed posts in parts of the Audali and Yafa districts contrary to the wishes of its inhabitants.

I am to say that His Majesty's Government are grateful for the clear exposition of Your Highness's views on the past history of the Yemen up to the time of the withdrawal of the Turks from Arabia consequent on the Allies victory in the great war, and on the political future of the territory. They observe that Your Highness's claim for a political union of the Yemen with the districts in the south would appear to be based historically on a sovereignty over these districts, which was exercised by Your Highness's predecessors at Sana'a only from about 1630 to 1728, when it was repudiated by the Sultan of Lahej and other chiefs whose successors subsequently concluded treaties with His Majesty's Government. I am to inform Your Highness that while His Majesty's Government do not propose arbitrarily to withdraw the benefits of friendship and protection which were formally conferred by the treaties they see no reason why this should preclude close social and economic relations between the subjects of Your Highness and those of the chiefs under British protection. They regard the absence of a formal treaty and the state of affairs which results from this as the principal hindrance to these relations and to the increased prosperity of the inhabitants Nevertheless, His Majesty's Government remain favourable to the complete independence of Your Highness and the peaceful development of the Yemen and, provided that they receive adequate assurance against all encroachments on

* Not printed here.

places in their possession and districts now under their protection, they will pursue their present policy of sincere friendship and conciliation. I am to inquire whether Your Highness, pending the final and comprehensive settlement of all disputed points, is prepared to give the desired assurance.

Resident and Commander-in-Chief

To His Highness
Imam Yehia bin Mohammed Hamid uddin,
Sana'a.

C. 79280/30 [No. 5].

233.

COLONIAL OFFICE to FOREIGN OFFICE.

[*Answered by No.* 234.]

(Secret.)

SIR, Downing Street, 19th February, 1930.

WITH reference to the letter from this Department, dated the 5th December, 1929,* regarding the negotiations with the Imam of the Yemen, I am directed by Lord Passfield to transmit to you to be laid before Mr. Secretary Henderson the accompanying copy of a further despatch from the Resident on the subject, dated 29th January, 1930.†

2. I am to say that subject to any observations which Mr. Henderson may wish to offer, Lord Passfield is disposed to agree generally to the draft reply to the Imam now submitted by the Resident, but that in view of the frequent references to Commander Craufurd and his purported treaty in the Imam's letter his Lordship proposes to request the Resident to include in his reply a clear statement that Commander Craufurd had no authority to negotiate with the Imam on behalf of His Majesty's Government, that His Majesty's Government had no previous knowledge of the draft treaty prepared by Commander Craufurd, and can accept no responsibility for it, and that these negotiations should be completely ignored.

3. I am accordingly to invite Mr. Henderson's concurrence in a reply to the Resident on these lines, and to request the favour of an early reply.

4 A similar letter is being addressed to the India Office, Admiralty, and Air Ministry ‡

I am, &c.,
F. J. HOWARD.

C. 79280/30 [No. 22].

No. 234.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 25th March, 1930.

WITH reference to your letter of the 19th February last,§ regarding the negotiations which the Resident at Aden is at present conducting with the Imam of the Yemen, I am directed by Mr. Secretary Henderson to inform you that he concurs generally in the reply which Lord Passfield proposes to return to Sir S. Symes' despatch No. 17 of the 29th January last.†

2. I am, however, to invite your attention to the passage in paragraph 4 of the draft reply to the Imam enclosed in that despatch, which runs as follows:—

> "I am to inform Your Highness that, while His Majestys Government do not propose arbitrarily to withdraw the benefits of friendship and protection which were formally conferred by the Treaties, they see no reason why this should preclude close social and economic relations between the subjects of Your Highness and those of the Chiefs under British protection."

It appears to the Secretary of State that this passage may well convey to the Imam the impression that His Majesty's Government are prepared to make to him some concession in connexion with the relations between His Majesty's Government and

* C. 69280/29 [No. 178]: not printed. † No. 232.
‡ C. 79280/30 [Nos. 4, 6 and 7]: not printed § No. 233

the Protectorate tribes. Mr. Henderson would therefore suggest, for Lord Passfield's consideration, that it would be advisable that this passage should either be omitted or be modified in such a way as to avoid the possibility of such an interpretation being placed upon it.

3. Copies of this letter are being sent to the India Office, Air Ministry, and Admiralty.

I am, &c.,
G. W. RENDEL.

C. 79280/30 [No. 35].

No. 235.

THE SECRETARY OF STATE to THE RESIDENT.

[*Answered by No.* 236.]

(Secret.)

SIR, Downing Street, 10th April, 1930.

I HAVE the honour to acknowledge the receipt of your Secret despatch of the 29th January,* forwarding a translation of a letter received from the Imam of the Yemen, of an interim reply sent to His Highness, and of the draft of a proposed further reply.

2. I have read the despatch with great interest and agree generally in the terms of the reply which it is proposed to address to the Imam. In view, however, of the frequent references in the Imam's letter to Commander Craufurd and to the draft Treaty drawn up in consultation with him, I consider that the reply should include a clear statement that Commander Craufurd had no authority to negotiate with the Imam on behalf of His Majesty's Government; that His Majesty's Government had no previous knowledge of the draft Treaty prepared in consultation with him; and that they can accept no responsibility for it or for any negotiations or discussions in which Commander Craufurd may have taken part. It might be desirable to add an explicit warning that, so long as the Imam pays more heed to the words of irresponsible individuals than to those of the accredited representatives of His Majesty's Government, the prospects of a satisfactory settlement between himself and Great Britain will not be advanced.

3. I desire also to call your attention to the passage in the last paragraph of the draft, from the words "I am to inform Your Highness" down to "increased prosperity of the inhabitants." It appears to me that the language used might convey to the Imam the impression that His Majesty's Government are prepared to make some concession in connexion with the relations between His Majesty's Government and the Protectorate tribes. I would accordingly suggest that this passage should be omitted, and that it should be replaced by a brief statement to the effect that His Majesty's Government regard themselves bound to continue to extend to the Protectorate Chiefs the benefits of friendship and protection which were formally conferred by the Treaties

4. Subject to the above observations I approve the proposed reply.

I have, &c.,
PASSFIELD.

C. 79280/30 [No. 42].

No. 236.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 12th May, 1930.)

(Secret.)
(No. 97.)

MY LORD, The Residency, Aden, 30th April, 1930.

I HAVE the honour to refer to Your Lordship's Secret despatch of the 10th instant† containing instructions about the terms of a further letter to the Imam of the Yemen.

2. I have delayed the despatch of this letter until I had opportunities of conversation with Commander Craufurd and Colonel Jacob who have returned to Aden separately from Sana'a after mutually independent and unsuccessful attempts to obtain

* No. 232. † No. 235.

commercial concessions from the Imam. The former—who, I gather, with Mrs. Craufurd and his "Secretary," Mr. Niblett, left the Yemen capital "by request"—had nothing of interest to report. Colonel Jacob had a better reception and was given to understand by the Imam that his attitude is the same as that reported in paragraph 4 of my Secret despatch of the 4th of May last,* but that he might accept, as an immediate satisfaction of his irredentist claims, a clause whereby His Majesty's Government in the contingent (and most improbable) event of their terminating occupation of Aden, &c., would undertake to secure the reversion to the Yemen of the territories under their control. This suggestion—which Colonel Jacob assures me was made spontaneously, but not put in any precise formula, by the Imam—goes beyond the tentative proposal in paragraph 4 (c) of my despatch of 10th October, 1928,† which was set aside for the reasons cited in paragraph 3 of Mr. Amery's Secret despatch dated 27th March, 1929.‡

3. I attach, for Your Lordship's information, an English translation of the letter I am now sending to the Imam.

I have, &c.,
G. S. SYMES,
Resident, &c.

Enclosure in No. 236.

ENGLISH VERSION OF LETTER TO HIS HIGHNESS THE IMAM, DATED MAY, 1930.

To—
His Highness Imam Yehia bin Mohammed Hamid Uddin, Sana'a.

YOUR HIGHNESS,

I HAVE the honour to inform Your Highness that His Majesty's Government have noted with regret your inability to accept their proposals contained in my letter of 11th November last, and they have given most careful consideration to the opinions expressed in your letter dated 3rd Shaban, 1348.

I am directed to explain that Sir G. Clayton when breaking off negotiations at Sana'a could give Your Highness no assurance that His Majesty's Government would be willing to resume them in the same spirit of conciliation at a future date, but that the proposals in my letter quoted above were intended to reveal to Your Highness that the good disposition of His Majesty's Government and their attitude on the question of the Protectorate were unchanged.

In respect of Your Highness's complaint of acts of destruction by aeroplanes, I am to remind Your Highness that a principal object of Sir G. Clayton's mission was to repair a situation that His Majesty's Government found intolerable, and also that their anxiety to resume negotiations was prompted by an earnest desire to remove the causes of possible disagreement in future. As examples of such causes, I am to cite the hostages (of whom a nominal roll is inclosed for your information) who are still forcibly detained in the Yemen; and also the existence of armed posts in parts of the Audali and Yafa tribal districts against the wishes of the people of these districts.

With regard to Your Highness's allusion to the draft of a treaty made after discussions with Commander Craufurd, I am to remind Your Highness that, as Commander Craufurd had no authority to engage in political negotiations with Your Highness, His Majesty's Government can accept no responsibility for them. They believe that such discussions or negotiations with persons not duly accredited for this purpose could not lead to the satisfactory settlement of difficulties whose existence they, equally with Your Highness, deplore.

I am to say that His Majesty's Government are grateful for the exposition of Your Highness's views on the history of the Yemen up to the time of the withdrawal of the Turks from Arabia (consequent on the Allies victory in the Great War) and on the political future of the territory. They observe that Your Highness's present claim for political union of the Yemen with districts in the south would appear to be based historically on a sovereignty over these districts which was actually exercised by Your Highness's predecessors at Sana'a only from about 1630 to 1728, when it was repudiated by the chiefs whose successors subsequently concluded formal treaties with His Majesty's Government can accept no responsibility for them. They believe that such

*No. 361 in Middle East No. 22. † No. 356 in Middle East No. 22.
‡ No. 359 in Middle East No. 22.

treaty engagements to these chiefs to maintain the benefits of their friendship and Protection which were thus formally conferred.

At the same time His Majesty's Government are entirely favourable to the Sovereign independence of Your Highness, and desire to ensure the peace and prosperity of Your Highness's State. They therefore will pursue their policy of sincere friendship and conciliation with Your Highness, provided they receive adequate assurance against encroachments on places in their occupation and on districts whose chiefs are under their protection. I am to inquire whether, pending a satisfactory and comprehensive settlement of all outstanding political questions, Your Highness is prepared to give the clear assurance in this sense that His Majesty's Government desire.

In conclusion I have the honour to notify Your Highness that I am proceeding to London and shall be absent from Aden for several months, and I take the opportunity to convey to Your Highness an expression of my high esteem and regard.

Resident and Commander-in-Chief

C. 79280/30 [No. 55].

No. 237.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 23rd June, 1930.)

[*Answered by No.* 240.]

(Secret.)
(No. 128.)

MY LORD, The Residency, Aden, 11th June, 1930.

I HAVE the honour to refer to Sir Stewart Symes's despatch No. 97 dated 30th April, 1930,* and to enclose the translation of a letter dated the 22nd Dhul Hajja 1348 (21st May, 1930), from the Imam of the Yemen, in reply to Sir Stewart Symes's letter to him, dated 6th May, 1930, a copy of which was attached to the despatch under reference.

2. Your Lordship will observe that the Imam again protests that the use of the negotiations of the Clayton Mission as a basis for the present discussions is improper in view of their definite abrogation, and he repeats with some bitterness his complaint in regard to damage done by aircraft in the Yemen, " at a time when negotiations were in hand."

3. The Imam reiterates his willingness to negotiate on the basis of the " Craufurd draft," and points out that the existing treaties between His Majesty's Government and Chiefs in the Aden Protectorate ought to be considered *ultra vires* by virtue of his suzerainty over them.

4. The Imam makes no reply to the reference, in Sir Stewart Symes's letter to his retention, in the Yemen, of hostages from the Protectorate, and of armed posts in parts of the Audali and Yafa' districts, and he answers the suggestion that he should give adequate assurance against all encroachment on places in the possession and on districts now under the protection of His Majesty's Government by disclaiming any aggression on his part in the past.

5. In this connexion I would invite Your Lordship's attention to paragraphs 1130, 1140, 1165, 1184, and 1194 of the Aden Political Intelligence Summary. The presence of a Zeidi military expedition in Murad, within a short distance from the district of Behan, while it is readily explainable in view of internal dissensions in certain parts of the Murad area, is a source of much anxiety in Behan, and may develop into a potential threat to the frontier; but while the people of Behan and the surrounding tribes are fearful lest the Imam may make an organized encroachment into their territories, no indication has yet been given that he actually intends to do so. My latest information is that the Imam's officials have reached Harib, between Al Jauba and Behan al Qasab, and about a day's journey from the latter, and have sent written invitations to certain Chiefs of the Behan district to enter into correspondence with the Imam.

6. The Imam in denying having made any aggression on his part, implies that occupation by him of any part of the Protectorate cannot be considered in that light, as he claims that the Protectorate is part of the Yeman. This is the attitude

* No. 236.

that he has consistently maintained, and it is one from which he is not likely to recede except under pressure.

7. In these circumstances his present activities in Murad, and his failure to give the assurance required combine to produce a situation of some uncertainty as to his future intentions, particularly as regards Behan. It is considered, however, that the Imam is not likely to make an organized military encroachment into the Protectorate, if he believes that to do so will involve him in active hostilities with His Majesty's Government.

8. I have the honour to attach a copy of an interim reply that I have sent to His Highness.

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

Enclosure 1 in No 237.

(Translation.)

Date—22nd Dhul Hajja 1348.
(21st May, 1930.)

From—
His Highness Imam Yehia bin Mohammed Hamid Uddin, Sana'a;

To—
Lieutenant-Colonel Sir Stewart Symes, Resident and Commander-in-Chief, Aden.

We have received your letter dated 7th Dhul Hajja 1348 (6th May, 1930), and have perused and noted its contents. We again confirm the text and details of the letter sent by us prior to this to the effect that there is no legal or logical reason for the resumption of the negotiations we had with General Clayton, deceased, in view of his communication to us that he considered all discussions as at an end.

According to our opinion, it is but fair for Your Excellency to confine your thought and energy to the consolation of the people of the Yemen whose hearts are burning on account of those excesses, namely, the destruction of mosques and houses and the killing of men, women, and innocent children arbitrarily, unrighteously, unjustly, and in a manner in no way consistent with the magnanimity, greatness, and sympathy of the British Government, at a time when negotiations for the conclusion of a treaty between our Government and the British Government were proceeding with the Aden authorities.

As regards Craufurd's draft treaty our discussion in the matter of the pact were undertaken with that person in an unofficial, private, and incidental form. It is a well-known and recognized fact that that draft was submitted to his Government We again confirm our statement that we are ready and prepared to conclude a treaty with the British Government on the basis mentioned in the said draft.

We very politely beg to explain to the British Government the unfitness of the Rulers and Chiefs in Aden, Lahaj, Dhala, and other places in the southern country which is part of the well-known Yemen to have concluded treaties with the British Government. If, however, academic or political recognition is given to treaties and pacts concluded by the Governors, Shaikhs, or Administrators of those places in form prejudicial to the State to which they belong there is no doubt that this would seriously affect and harm not only the administration of that State but the fundamental organization of the World Powers.

Notwithstanding this, an examination of the meaning and purport of the Articles contained in Craufurd's draft will show that we initiated the recognition of the presence of the British Government (in the Protectorate) which they now exercise by way of right, and we alluded to the possibility of legalizing their presence completely as it is now. As that draft was minutely and carefully worded in a way not prejudicial to the permanent interests of the British Government, it is obviously necessary for the British Government carefully to re-examine the said draft if they truly intend to conclude the treaty in a friendly and willing way with the Yemen State. In view of the above we continue to give assurance and confirm our statement that we are prepared to proceed with the official negotiations within the limits of the basis of the Craufurd draft, and we will continue to move with good intention to this end.

As to your reference to aggressions, we are compelled to explain that there had been no aggression whatever on our part. We wish to explain further to Your Excellency that we are confident that we shall receive every justice from your Government

and that they will have regard to our just and established rights. We are not making criticisms, but deem it enough to represent matters and to say that we are maintaining the way for an earnest, honourable, and distinctive agreement in the cause of unity and general security.

We thank you for your civility in informing us that you intend to go to London, and in order to avail ourselves of this opportunity we request you kindly to take this our reply with you in order to place it before the British Government in London, because we are confident that we shall receive fair, just, and humane treatment, and sympathy, civility, and becoming assistance.

We beg to tender our respects.

Enclosure 2 in No. 237.

To—

His Highness Imam Yehia bin Mohammed Hamid Uddin, Sana'a.

YOUR HIGHNESS,

I HAVE the honour to acknowledge receipt of Your Highness's letter dated the 22nd Dhul Hajja 1348, and to inform Your Highness that its contents have been transmitted to His Majesty's Government.

I regret that Your Highness's letter did not arrive in Aden in time for its transmission to London by the hand of Sir Stewart Symes, who has, however, been informed of its terms

I take this opportunity to convey to Your Highness the expression of my personal esteem and regard.

B. R. REILLY,
Acting Resident and Commander-in-Chief.

C. 79280/30 [No. 76A].

No. 238.

MINUTES OF A CONFERENCE HELD AT THE COLONIAL OFFICE ON THE 15TH OF AUGUST, 1930, ON THE SUBJECT OF THE RELATIONS WITH THE IMAM OF THE YEMEN.

Present:

MR. H. R. COWELL, C.M.G., in the Chair—Colonial Office,
SIR STEWART SYMES, K.B.E.
MR. J. P. GIBSON, India Office.
FLIGHT-LIEUTENANT A. MACGREGOR, D.F.C.; Air Ministry.
CAPTAIN H. T. NEWMAN, R M., Admiralty.
MR. C. F. A. WARNER, Foreign Office.

MR COWELL referred to the Conference at the Colonial Office on the 21st of June, 1929,* at which the general conclusion was reached that it was not desirable to show any anxiety in pressing the Imam to conclude a Treaty, since the existing situation could be maintained indefinitely and was not unsatisfactory. Since that time a desultory correspondence had been conducted with the Imam who was now pressing for the conclusion of a Treaty on the lines of the Craufurd draft. There were obvious objections to some provisions of the Craufurd draft and in any event it was very undesirable that any official recognition should be given to Commander Craufurd's negotiations. It was, however, necessary to decide what reply to make to the Imam's latest communications; and advantage has been taken of Sir Stewart Symes' presence in this country to discuss the matter with him.

SIR STEWART SYMES explained that he had carefully considered the possibility of so adapting the Craufurd Treaty as to make it suitable for negotiation with the Imam, but he had come to the conclusion that it was quite unacceptable, and that it was, at any rate at present, impossible to find any formula which would be satisfactory both to His Majesty's Government and the Imam. The Imam would never abandon his pretensions to Aden and the Protectorate and there was no way in which his claims could properly be admitted. He, therefore, proposed to indicate to the Imam that if he maintained his present attitude the conclusion of any formal Treaty was impossible.

* No. 364 in Middle East No. 22.

The draft letter which he had prepared would, moreover, indicate to the Imam that the question of the negotiations with him had been considered by the authorities in London; the Imam was inclined to believe that if he could get into direct communication with the British Government his demands would be acceded to, and it was desirable to adjust this impression. Sir Stewart Symes thought that it was satisfactory that the Imam was now in the position of a suitor to His Majesty's Government. In the past he may have had the impression that His Majesty's Government were anxious to conclude a Treaty with him on almost any terms.

There were two alternative courses possible—(1) to go on indefinitely with the correspondence repeating our proposal and rejecting the Imam's proposals, or (2) to make it clear to the Imam that his attitude makes the conclusion of a Treaty at the present time impossible, but that, on the other hand His Majesty's Government would not stand any interference by the Imam with the Protectorate tribes. After this had been made clear attempts might be made to establish good relations with the Imam apart from a formal Treaty.

SIR STEWART SYMES explained that it was impossible for him to visit Sana'a while there was still question of a Treaty being negotiated, since such negotiations could only end in failure. If, however, it were definitely understood that no attempt was to be made to negotiate a Treaty it might be possible for Sir Stewart Symes later on to pay a visit to Sana'a and to improve the relations with the Imam What he would like to make was some informal arrangement by which the local disputes which were always occurring on the boundary could be investigated on the spot by responsible officers on both sides and brought to an end before any serious harm was done. If some understanding of this nature could be reached there would be no difficulty in remaining on apparently friendly terms with the Imam without any formal Treaty.

FLIGHT-LIEUTENANT MACGREGOR enquired as to the possibility of the Imam starting some offensive operations on the receipt of the proposed letter. SIR STEWART SYMES thought that some such action was quite possible but it would easily be stopped by a few demonstrations by the Air Force. At the bottom the only security for the Protectorate lay in the air defence and a Treaty could only be a confirmation of that situation.

MR. WARNER enquired whether it would be proper for Sir Stewart Symes to visit Sana's when we were not in Treaty relations with the Imam. SIR STEWART SYMES thought there could be no objection to this, but he explained that the proposed visit was for the future, and there would be opportunities for further discussion before it was undertaken. He would await a suitable opportunity or an invitation from the Imam. The position would not be entirely satisfactory until we had a representative in Sana'a, but in view of the difficulties which he had previously referred, such representation, which could only follow the conclusion of a Treaty, was at present impossible.

The Conference concurred in the terms of Sir Stewart Symes' draft, and it was agreed that the draft should be submitted by the Colonial Office to the Departments concerned for approval and, subject to that approval, the Acting Resident should be authorized by telegram to send a letter in these terms.

C 79280/30 [No. 65].

No. 239

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 18th August, 1930.)

[*Answered by No.* 240.]

(Secret.)
(No. 151.)

MY LORD, The Residency, Aden, 17th July, 1930.

I HAVE the honour to refer Your Lordship to my despatch dated 11th June, 1930,* enclosing a translation of a letter dated 21st May, 1930, from the Imam of the Yemen, and a copy of my reply, and to inform Your Lordship that I have now received a further letter from the Imam dated 6th Safar 1349 (3rd July, 1930), in which he expresses his pleasure that the contents of his former letter have been

* No. 237.

conveyed to His Majesty's Government and requests me to inform His Majesty's Government that he is anxiously awaiting a reply thereto.

2. I have sent him an acknowledgment stating that the reply of His Majesty's Government will be communicated to him as soon as it is received.

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

C. 79280/30 [No. 86].

No. 240.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Sent 6.15 p.m., 22nd August, 1930.)

TELEGRAM.

(Paraphrase.)

No. 29. REFERENCE your despatch dated the 11th June, Secret, No. 128* and your despatch dated the 17th July, Secret, No. 151.† I have discussed the matter with Symes and I approve of your addressing to the Imam a reply in the following terms. After usual preliminaries: *Begins*: After full consideration of the proposals contained in Your Highness's letter of 21st May,‡ His Majesty's Government are not prepared to reopen negotiations with Your Highness for a formal Treaty except on the basis set out in Colonel Symes' despatch dated the 6th May.§ They observe with regret that Your Highness has not yet found it expedient to give an explicit assurance to respect the boundaries of the Aden Protectorate or to give effect to their humane representation for the release of the persons who are still forcibly detained as hostages in the Yemen. I am, in the meantime, to inform Your Highness that while anxious to maintain peaceful relations, His Majesty's Government will reserve complete liberty to take such measures as may be necessary to safeguard the territories of Chiefs under their protection. I take this opportunity to transmit my personal greetings and to inform your Highness that Colonel Symes is due to return to Aden from the United Kingdom at the end of September.—*Ends.*—PASSFIELD.

C. 79280/30 [No. 95].

No. 241.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Secret.)

SIR, Downing Street, 9th September, 1930.

I HAVE the honour to refer to my telegram No. 29 of the 22nd of August‖ regarding the negotiations with the Imam of the Yemen, and to inform you that in the event of a situation arising in which it might be necessary to contemplate measures involving the use of force in order to safeguard the territories of Chiefs under British protection, the Secretary of State for Foreign Affairs has expressed a desire to be consulted before such measures are taken.

I have, &c.,
PASSFIELD.

C. 79325/30 [No. 7].

No. 242.

MR. NEVILE BUTLER (PRIME MINISTER'S OFFICE)

to

MR. S. ROBINSON (COLONIAL OFFICE).

[*Answered by No.* 243.]

DEAR ROBINSON, 10 Downing Street, Whitehall, 25th September, 1930.

WITH reference to previous correspondence about Colonel Jacob and the Yemen, I am now enclosing a copy of a letter which he has sent to the Prime Minister and the Memorandum which accompanied it in original. The Prime Minister has

* No. 237. † No. 239. ‡ Enclosure 1 in No. 237. § Enclosure in No. 236. ‖ No. 240.

promised that they shall receive consideration, and he would be grateful if Lord Passfield would let him have his comments in due course.

Yours, &c.,
NEVILE BUTLER.

Enclosure in No. 242.

St. Michael's, Blewbury, nr. Didcot, Berks.,

MY DEAR SIR, 21st September, 1930.

I WROTE to you on the 6th instant, and now, at the instance of your Private Secretary, I take the liberty of sending you a Memorandum on the Yemen and the present attitude of Imam Yahya to His Majesty's Government. I have been in touch with Sir Stewart Symes, personally, when lately in Aden, and latterly in England by letter. I shall see Sir Samuel Wilson so soon as he returns to the Colonial Office.

With so many other Governments wooing the Imam, it is a pity that we, who have chief interests there, should be non-plussed by this ruler's demands. Were the Imam hostile towards us, the need to defend Aden by planting aerial landing-grounds here and there would be intelligible. This premise is very mistaken; hence the inference drawn collapses. Your Government might dispense with all these expensive and wholly unnecessary lines of defence, and win over the strongest possible ally above Aden in the person of Imam Yahya.

One cannot make a friend by harbouring suspicion against him. The Imam's aspirations are sane and natural, and demand sympathetic recognition.

Yours, &c.,
H. F. JACOB.

The Rt. Hon. J. Ramsay MacDonald, P.C., M.P.,
The Prime Minister.

MEMORANDUM ON THE YEMEN IN 1930.

I WENT to Sana'a on purely private business connected with the Syndicate which I represent. The Imam, who is an old friend of mine, had invited me as his guest. On arrival, he asked me to suggest a means of settlement between himself and His Majesty's Government. I told him, what he already knew, that I was no envoy. He replied that he set great store by my advice. I advised him to accept the Government's terms and to rely on their justice and benevolence towards himself. He replied that to do so was to impair his authority over his tribesmen who had already attributed to him weakness when he was bombed out of Dala; and if he were to agree to the permanence of the old Anglo-Turkish boundary, not only his authority as a ruler would be challenged, but his hold on the Throne might be endangered. He emphasized the "Craufurd Treaty" (so called because Commander Craufurd had carried it to Aden). He told me, and also put it in writing, that if His Majesty's Government would engage to adhere to the *status quo* of to-day, without encroachment, he would himself enter upon a like engagement. He had in the amended proposals for a Treaty asked for the recognition by Government of his reversionary rights in the Yemen, including Aden and the islands which had come into British possession (sic) during the Great War; and further his immediate right to appoint Kadis or magistrates to dispose of all *religious* questions in those areas. This last claim I assured him was impossible of fulfilment. Looking to the Protectorate merely, it was unreasonable to suppose that Government could legally appoint Kadis here, for they had no jurisdiction, and could not grant him rights they themselves obviously did not exercise. It is interesting to note that already and for many years past the tribesmen of the Protectorate when dissatisfied with the decisions of their ruling Shaikhs, or their Kadis, repair to the Appellate Courts of Zabid and Al Jibla in the Imam's territory. Finally, the Imam modified his terms as to immediate operation, and confined his demands to his proprietary and reversionary rights in the Yemen which he asked the Government to recognize. In that event he was prepared to sign forthwith the long-delayed Treaty and to leave to Allah, and to time, an amicable settlement between the two Contracting Parties. I am assured of the Imam's sincere desire to come to early terms, and a letter I received last mail lays stress once again on this necessity. I discovered that the cession to him of tracts under our protection would only take place if, and when, the Government did ever abandon the country. Raghib Bey, one of the Imam's Ministers, who was responsible for the amendments, admitted to me the unlikelihood of our ceding the Yemen to the Imam, but said that his Master's anxiety was to come to terms as soon as possible, so as to re-establish his good name

with his tribesmen; and that it was clearly impossible to consolidate his rule in the territory he already held, unless the Imam came to terms with his powerful neighbour.

This I believe to be substantially true.

The above procedure might satisfy His Majesty's Government. Prima facie the Government stand to lose nothing; their *amour-propre* is not affected. The Imam also would have secured the preliminaries leading to the pacification and consolidation of his country, and this is his object in view, and he is in dead earnest to attain it. In past years I have seen the Imam at times defiant in his claims. To-day he wants peace at almost any sacrifice. I know Imam Yahya perhaps better than any European knows him. He and I have corresponded since 1904—the year of his accession to the Imamate. His appeals to my experience and regard for his country are pathetic. At the same time it is only right to say that Government might be excused if they "jinked" at the simplicity of this proposal, and suspected some ulterior purpose in view. Personally, I see no danger that way, but this device only postpones the difficulty ahead, if by lapse of time no amicable readjustment were found feasible There's the rub!

I feel sure that the Imam will never sign the "Clayton Treaty." If I may state my own views, acquired after a prolonged study of the Yemen—my hobby for many years—I would advise Government to release to the Imam the Protectorate, reserving, however, no less in his interests than their own—a buffer-state, or a cordon round Aden, as was advised in 1915 by Sir Mark Sykes, M.P.

I give below, frankly, my reasons. The importance of the subject will, I trust, excuse my prolixity.

The genesis of our Treaties and Engagements above Aden dates from the capture of Aden by Commander Haines in 1839. Thereafter, at the instance of the Ruler of Lahej who governed Aden, Haines shouldered the payment of certain blackmail dues levied on the Ruler by the northerly and more powerful Chiefs, in return for their leaving his territory intact from invasion. This contact with the tribes led Haines to treat with their chieftains. Later, other Treaties were entered into with neighbouring chiefs to ensure the safety of the caravan-routes. When the Turks returned in power to Sana'a their encroachments began seriously in 1873 at Dala. Many promises were made to the then Amir of Dala if he would patiently wait. It was not until 1900 to 1904 that the Anglo-Turkish border was drawn by English and Turkish representatives. From that time onwards new Treaties have been made, or old ones revised. Thus was formed our Protectorate.

The Imam's argument is that the Turks were themselves usurpers, and that at their exit in 1918 the boundary-line *upso facto* ceased to exist. Also that the Chieftains who signed the Treaties with Aden had not the sanction of their people who have never adequately shared the benefits of the Government's doles. This is true, and to-day we see dissatisfaction rife amongst the tribesmen by reason of their unequal treatment both by Aden and by their own Shaikhs. It is the tribesmen that rule the roost in the Yemen—not the tribal Shaikhs who are merely figure-heads. If, as is now contemplated, certain engagements with our protégés are to be revised and doles decreased, we shall find the tribesmen going over to the Imam. Several have already started correspondence with Sana'a. It is our doles, not ourselves, that allure the tribesmen. It is idle to suppose that an Arab prefers British to Moslem-Arab administration. It is better to grant now with a good grace what may be given hereafter to the Imam—namely, the tribesmen's spontaneous allegiance.

In 1907 Lord Morley recalled the Political Agent (myself) and the Dala Garrison, alleging undue interference with the Arabs; but to-day, the Turks gone, we are still intervening from Aden in Protectorate affairs and exercising an oversight of territories which we have not conquered, do not administer, and from whose subjects we exact no tribute at all. Our promises during the Great War, made to the Arabs, and speaking of a free and independent Arabia, have not yet been fully redeemed, while we retain this "bloc" which by reversionary rights should have gone back as an act of grace, to the Irredentist Iman. A strong and order-loving ruler, would by treaty, and our goodwill so proven, become our life-long friend, and would incidentally relieve us of the unnecessary burden of this expensive oversight that indubitably creates a line of cleavage between Arab and Arab. Where else in Arabia do we see a British enclave of political influence. In 'Iraq, the conquest by arms justifies our stay, which will soon be abandoned when King Feisal's territories come within the purview of the League of Nations.

The Turks were usurpers in the Yemen. They entered, however, as conquerors and had some show of right, as sojourners in a country which they administered They were numerically few, and so found it expedient to resort to the device of "Divide and Rule." We do not wish to take over the administration of the Protectorate, but our political oversight actually results in separating these tracts from orderly government and causes a division between Arab and Arab.

Our Treaties were due in the main to Turkish interference. We never foresaw the exit of the Turks and the rise of the Arab King. Our protégés were not to cede, mortgage, or sell their territories to a foreign Power. The Arab Imam is no foreign Power.

We surely do not fear an invasion by the Imam's forces. If so, we should make no Treaty with him As our friend he would never allow a foreign Power to encroach on his territories. He would insist on our protection of his rights as a ruler. By our alliance with a strong ruler above Aden, all sinister interference and intrigues from outside would disappear—our financial liabilities also. The country would soon be pacified and consolidated. Trade would return to Aden and all concessions would pass into the hands of British capitalists. This is the Imam's pronounced programme To-day, Aden trade is at a low ebb. Many dhows are lying beached at Aden, for much trade passes from Hodeidah and Mokha to Massaua (Italian Eritrea). Aden merchants, who are in the main of the Shafa'i persuasion, tell me they would welcome the Zaidi Imam at peace with the British Government; for a pacified country will promote trade. Everywhere in the Imam's country caravans pass without hindrance. His rule is firm and strict. In our Protectorate there is no one central and controlling power. Each Sultan or Shaikh is a law to himself, and the irregular and exhorbitant exaction of dues is ruining trade with the interior.

The Yemen is awakening. The close nexus of the Hadramaut with rich merchants of Java, especially so since the War, has opened the eyes of the Arabs of the Arabian Peninsula. They find themselves in a backwater. The Government's doles hardly reach them. They have no schools, such as abound in the Imam's territories. They are profoundly dissatisfied.

A short time ago the Royal Air Force very properly and severely punished the Subbeha caterans to the north-west of Aden for raids on the caravan routes, and this action called for the Imam's hearty congratulation. Recently, these tribesmen again defaulted, and on complaining to Aden the aggrieved persons were advised to travel by another and safer route! The Imam would have taken over the country at once with a strong punitive force. Ever since our occupation of Aden this Subbehi canaille have proved a thorn in the side of traders. The Abdali Sultan of Lahej, who is responsible for their good behaviour, has always been impotent to hold them in check. The Imam believes that Aden was the originator of the air raids of July. 1928. He would deal direct with the Home Government. I told him this was impossible, as implying a slight on the local and responsible administrators of Aden, and that such an innovation was clean opposed to our British sense of fairness. At the same time I think that a change of policy towards the Imam, and a readier understanding of the man and his aspirations, might be inaugurated by His Majesty's Government and directed from Aden. I have unceasingly, to the Imam, belauded the sympathy and single-mindedness of my friend, Sir Stewart Symes, and his sincere endeavours to come to an equitable understanding. Before going lately to Sana'a from Aden, the Political Resident asked me quietly to probe the inner workings of the Imam's mind, and said that if the Imam had shown a disposition to meet the Government half-way, he would not have hesitated to use my experience. I feel sure that the Resident of Aden to-day has it in his power to conciliate Imam Yahya, and the will is ready to operate. The Imam is in a difficult position after the exit of the Turks, who had always striven to sow discord, where it had never existed, between the Zaidi and Shafa'i votaries. He has recently subjugated the Zeranik tribesmen (Shafa'i) who live to the south of Hodeidah. These were ever a trouble to the Turks, but now their country is pacified, law and order maintained, and trade flourishes.

If His Majesty's Government will remember the Imam's difficulties at home and stretch a point in his favour, this province of the Yemen—the fairest in the Arabian Peninsula—will become England's best friend, while every possibility of Soviet expansion and intrigue in that quarter will be instantaneously and irrevocably annihilated. I am not arraigning the Government for neglect, but I believe in the words of Anatole France that "if we liked the Imam more, we should understand him better." He is a very likeable man, and his veneration for His Majesty the King, and all things English, is remarkable.

For several years I have urged the Imam to send one of his sons to England—not as a mediator, but to enlarge his mind, and to prove the benevolence of the British people, and the Government's sincerity in their wish to befriend the Yemen and its Ruler. An invitation would go far to change the detente into an entente. The people, too, prefer the British, and Lord Lamington is incorrect when he said in the House of Lords recently that " no Britisher is allowed at present to be in Sana'a." Several have been there lately. The Imam did not want me to leave Sana'a. I could have remained indefinitely, but my business called me home.

Finally, if I can be of any service to His Majesty's Government, I shall feel it an honour and a pleasure to contribute my quota of help.

H. F. JACOB,
Lieutenant-Colonel.

21st September, 1930.

C. 79325/30 [No. 10].

No. 243.

MR. E. B. BOYD (COLONIAL OFFICE)
to
MR. NEVILE BUTLER (PRIME MINISTER'S OFFICE).

DEAR BUTLER, Downing Street, 29th October, 1930.

IN your letter to Robinson of the 25th of September,* you enclosed a copy of a letter and Memorandum sent to the Prime Minister by Colonel Jacob on the subject of the Yemen. As I informed you, before expressing our views on this Memorandum we wished to have the concurrence of the Resident at Aden, which we have now obtained.

The Memorandum is obscure in places and makes a number of assumptions which appear to us quite inaccurate, but unless you think it necessary we should not propose to criticize those points in detail. It is sufficient to say that the situation as it appears to Colonel Jacob is not that which presents itself to the Resident or to the Colonial Office. The Imam's claim to the districts included in the Aden Protectorate is based on a temporary occupation in the 17th century, subsequently to which the Chiefs of those areas have entered into Treaty engagements with the British Government which could not in fairness be broken without their consent. The possibility of finding a formula satisfactory to the Imam, to the Chiefs and to His Majesty's Government to cover the Imam's claim to some reversionary rights in these areas has been closely examined but without result. It is not the case, as Colonel Jacob suggests, that the handing over of the Protectorate to the Imam would relieve His Majesty's Government of any expense for the defence of Aden, rather would the contrary be the case. In conclusion, we should like to say that the intervention of unofficial negotiators like Colonel Jacob has merely added to the difficulties experienced by His Majesty's Government in coming to any satisfactory arrangement with the Imam, but the position is always under the careful consideration of the Resident at Aden.

As regards the suggestion that expense on the defence of Aden could be saved by the adoption of Colonel Jacob's somewhat nebulous proposals, the Resident has stressed the likelihood that any substantial restriction in the limits of the existing Protectorate would (by reducing the elbow room required by the Air Force) entail an increased expenditure on the garrison of Aden. If the Prime Minister should desire a confirmation of this view you will no doubt consult the Air Ministry.

Yours, &c.,
E. B. BOYD.

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* No. 242.

C. 79280/30 [No. 117].

No. 244.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 11 a.m., 12th December, 1930.)

TELEGRAM.

[*Answered by No.* 245.]

(Paraphrase.)
(No. 44.)

MY telegram of 22nd August No. 29.* Question regarding present position of relations with Imam and whether any hostages of Protectorate are held by him is to be answered in Parliament on 16th December. Please reply as soon as possible.—PASSFIELD.

C. 79280/30 [No. 118].

No. 245.

THE RESIDENT to THE SECRETARY OF STATE

(Received 6.52 p.m., 13th December, 1930.)

TELEGRAM.

(Paraphrase.)

YOUR telegram No. 44 of 12th December.† The situation *vis-à-vis* Imam is unchanged. No reply to communication referred to in your telegram of 22nd August* has been made by him nor has he given any indication of hostile activity on frontier.

One has died and two have escaped of forty odd hostages named in enclosure with my despatch 30th April.‡ I am inclined to defer a fresh representation on the subject immediately and until we have seen whether he will not allow most of these unfortunate persons to return to their homes gradually and without advertisement.

C. 89280/31 [No. 2].

No. 246.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 2nd February, 1931.)

(Secret.)

MY LORD, The Residency, Aden, 21st January, 1931

WITH reference to Your Lordship's telegram of 12th December, 1930,† I have the honour to attach the English version of a further communication I have addressed to the Imam on the subject of the " hostages " from Protected tribes who are still detained in the Yemen.

I have, &c.,
B. R. REILLY,
Acting Resident, &c.

Enclosure in No. 246.

(No. C/41.)

YOUR HIGHNESS, The Residency, Aden, 20th January, 1931

I HAVE the honour to invite Your Highness's attention to the question of those hostages who are still forcibly retained in the Yemen and about whom references were made in my letters Nos. C/260 and C/569 (see 86) dated respectively the 6th May and 3rd September, 1930.

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* No. 240. † No. 244. ‡ No. 236.

I have lately received messages from some of these unfortunate persons in which they complain piteously of their state. They say that besides being held captive, several of them were chained with heavy fetters and others were flogged to the point of death. While I am confident that such acts of cruelty to individuals did not receive Your Highness's sanction, I am constrained to draw Your Highness's attention to the matter and to urge that these miserable persons should now be released and sent back to their tribes. The matter of these hostages was mentioned recently in the Parliament in London where it was represented that the present situation could not be permitted to continue.

I venture, therefore, to express the hope that I may be given an early and favourable reply on the subject from Your Highness for communication to His Majesty's Government.

B. R. Reilly,
For Resident, &c

His Highness Imam Yehia
bin Mohammed Hamid Ullin, Sana'a.

C. 89280/31 [No. 13].

No. 247.

SIR J E. SHUCKBURGH (Colonial Office)
to
LIEUTENANT-COLONEL B. R. REILLY.

[*Answered by No.* 249.]

My dear Reilly,

Downing Street, 6th March, 1931

I write this to you, as Sir Stewart Symes will have left Aden before my letter gets there.

Dr. Shiels told me the other day that he had had a conversation with Mrs. Craufurd (introduced to him by Colonel L'Estrange Malone, M.P.) who had left with him a memorandum,* of which I enclose a copy, criticizing certain of the statements made on behalf of the Government last December on the subject of our relations with the Imam.

Mrs. Craufurd's memorandum contains a number of inaccurate statements and I do not think that I need to comment upon it in any detail. Dr. Shiels recognizes, as we all do, that relations with the Imam must be carried through the regular channel of the Aden Residency, and that interference by people like Craufurd and Jacob merely produces confusion. He saw Mrs Craufurd because he was asked to do so and because he felt it right to listen to what she had to say; but he gave her no encouragement beyond what the needs of politeness required.

Turning to the more general aspect of the question, I gather that the *status quo* is being adequately preserved as between the Imam and ourselves, and that the situation on the frontier is quiet and looks like remaining so. If that is so, we may regard the state of affairs as reasonably satisfactory, and have no very strong grounds for pressing for the early regularization of the position. Nevertheless, as I am sure you will agree, it would be more satisfactory if we could get a proper treaty with the Imam, and if we could secure the release of his hostages without more delay. I do not doubt that you will keep all this in mind.

Yours, &c.,
J. E. SHUCKBURGH.

P.S.—I also enclose a copy of a letter, with memoranda† received from Lieutenant-Commander Craufurd.

(Intld.) J. E S.

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* C. 89280/31 [No. 12]: not printed

† C. 89280/31 [No 10]: not printed.

C. 89280/31 [No. 14].

No 248.

The RESIDENT to the SECRETARY OF STATE.

(Received 30th March, 1931.)

[*Answered by No.* 259.]

(Secret.)
(No. 63.)

My Lord,

The Residency, Aden, 18th March, 1931.

I have the honour to refer to my predecessor's Secret despatch No. 13 dated the 21st January, 1931,* on the subject of hostages from Protected tribes detained by the Imam in the Yemen, and to enclose the translation of a letter that I have received from the Imam in reply to Sir Stewart Symes's representations to him.

2. Your Lordship will observe that the Imam reiterates his claim to be recognized as the ultimate suzerain over the tribes inhabiting "that division of the Yemen which is under the charge of the British Government" (*e.g.*, the Protectorate), and by virtue of that claim denies the right of His Majesty's Government to interfere in any way in the affairs of the subjects of the Yemen, or (by implication) to intervene on behalf of the persons detained by him.

3. He explains that these persons are of two categories, *e.g.*—
(*a*) those who, having been previously in his military service, have been imprisoned in accordance with his military regulations; and
(*b*) hostages, who have been detained (it is to be understood, for political purposes) in accordance with ancient custom.

The Imam states that he has given orders for the trial and disposal of the persons in the former category by his Military Department: in regard to the hostages his attitude is more conciliatory, and his promise to inquire into their condition with a view to their release is obviously intended as a gesture of friendliness Your Lordship will note, however, that even this concession is made *ex gratia*.

4. In this connexion I am pleased to be able to inform Your Lordship that the Imam has so far fulfilled his promise as to have released eight hostages from Nadhira on the 4th March, 1931, and that it has been reported from Dhala' that further releases are expected.

5. In so far meeting my predecessor's representations, the Imam has plainly had the further object in view of reconciling His Majesty's Government to his attitude in regard to treaty relations, and he again puts forward the terms of the "Craufurd draft" as the basis for negotiations. He complains that his previous proposals have been misrepresented in Aden to imply that he desires a British withdrawal from Aden and its vicinity. Without specifically denying this implication, he proceeds to point out the necessity for the proper religious and social organization of the Protectorate in view of its identity with the "motherland," and refers to the expression of his aims in this respect in the "Craufurd draft" (*vide* Articles II and III thereof).

6. While it is satisfactory to note the friendly tone of the Imam's communication it is obvious that his letter does not represent any substantial alteration in his attitude towards the outstanding question of recognition of the Aden Protectorate. I therefore propose, subject to Your Lordship's concurrence, to reply to the Imam in the terms of the draft letter attached hereto, of which I have the honour to request Your Lordship's approval.

7. I have already addressed an interim reply to the Imam, expressing appreciation of his action in regard to the hostages, and informing him that his letter would be laid before Your Lordship at the earliest opportunity.

I have, &c.,
B. R. REILLY,
Resident, &c.

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* No. 246.

Enclosure 1 in No. 248.

(Translation.)

IN THE NAME OF GOD THE MERCIFUL AND COMPASSIONATE.

(*Seal of Imam Yehia bin Muhammad Hamid Uddin.*)

To Lieutenant-Colonel B. R. Reilly,
Acting Resident, Aden.

After Compliments.

AFTER the presentation of full respect befitting your position, and our sincere wishes, we beg to inquire about the state of Your Excellency and wish you success both in the beginning and in the end. We also beg to state that we have received your most civil letter dated the 1st Ramazan, 1349. We have considered it with the high appreciation that we have for long entertained for Your Excellency. As you have had full experience of public affairs and as you have always entertained good intentions both for us and for our Kingdom, we deemed it necessary to say that Your Excellency's wisdom and kindness has caused us to give consideration to your esteemed letter in a manner befitting it, and we confidently expect Your Excellency to consider our reply in a manner befitting it, and request you to exert your utmost zeal to secure the very important and necessary agreement between the two kingdoms.

As regards the persons about whom you inquire in your letter under reference, no oppressive or rigorous treatment has been imposed on them in our territory, as intimated by you from the news received by Your Excellency from evil disposed persons, but they have been detained in accordance with procedure usual and natural in every State. Most of these men were soldiers for long employed in our Army, and they were detained as required by our Military regulations. It is not conceivable that there was any political motive for this action. As to the detention of the others, you must know that it was done in accordance with ancient custom in force in our territory. It is but natural that the people of our territory, being inhabitants of the Yemen only, and Imamic subjects, are bound by the rules and regulations of the Government of the Yemen. Our Government can agree to no exception to this principle, for it is an admitted fact that in accordance with the rights of Governments and nations and their approved current regulations, the legal, natural, and original allegiance of the people of that division of the Yemen which is under the charge of the British Government is preserved, and that it is not to be changed by reason of that charge. It is obvious also that the Aden authorities, in accordance with the regulations of national rights, have no legal right to interfere in any way in the affairs of the subjects of the Yemen.

Notwithstanding this both we and our Government, during the last 12 years, have made every effort to show our good intentions, for the removal of all causes of trouble and disturbance between our Government and the British Government. In spite of these means to organize affairs officially by a treaty between the two Governments, our previous efforts to this end have been strangely misinterpreted and completely reversed. It has been repeatedly made clear that they were represented to show that our Government had no wish or object other than to remove the British Government from Aden and its vicinity. These were the reasons which prevented the conclusion of concord and agreement between the two Governments till now. Both we and our Government have thought it appropriate that such an arrangement should be considered and effected as would secure the proper control of religious affairs, public morals, and good conduct among the inhabitants of that part of the Yemen which is under the charge of the British Government, in their dealings with the inhabitants of the other part which is the motherland, owing to their being united in religion, origin, and disposition. We are confident that the execution of this essential arrangement is necessary for the interests both of the British Government and ourselves. In the draft treaty which was drawn up with Commander Craufurd there were clauses which embodied our real objects and aim, but as the representation of our expectations and requests was always met with misinterpretation and misunderstanding, as we have previously explained, those draft terms which were sent with Commander Craufurd have, until now, been shelved and forgotten. Actually we believe that the said draft terms are feasible, and such as could secure a final and enduring agreement between the two Governments, in that they are suitable to the interests of both parties. It is, therefore, only just that you should reciprocate our good wishes, expectations, and intentions by similar ones. God forbid that there should be any other differences between us.

As regards the persons detained, about whom you inquire, this is a question that may cause misunderstanding and dissension between the two Governments and lead to constant rupture and variance between both parties. It is, therefore, necessary to eliminate such ill-feeling by hastening to bring about a treaty between the two Governments, that would deal with such particular points by means of suitable terms. We have at all times paid due regard to the greatness and honour of the British Government, and have always cherished hopes of concord and absolute and perpetual friendship with the British Government, relying on their good reputation and national honour, but, as the proverb says, the natural instinct of a man is to avoid him who loves him. Our desires are not reciprocated by the British Government, and this we regret exceedingly.

Meanwhile as stated in the beginning of our present letter we sincerely wish to comply with your esteemed request, and for this reason we again say in proof of our intention and of the true respect we entertain for the British Government, that we have issued orders to the Officer Commanding our Force to take early steps for the prosecution and trial of those persons referred to in your letter who belong to our army, and to dispose of their cases in the Military Department, seeing that they are subject to our Military regulations. We have also issued orders for inquiries to be made as to the condition of the present hostages now in Taiz district, and for full particulars about them to be submitted to us. We give a promise to Your Excellency that we shall, if God wills, accord these persons pardon and consolation after receipt of the reports about them. This action on our part is taken solely out of the special regard we entertain towards the admitted and acknowledged reputation of the British Government. It far exceeds the limits of our rules and regulations and is confined to this occasion only. We request Your Excellency, in view of the special reciprocal relations of confidence between Your Excellency and ourselves, to prepare and conclude the decisive treaty, that is necessary between the two Kingdoms.

We beg to confirm the respect and esteem we entertain for Your Excellency.

Dated 22nd Ramazan, 1349.

Enclosure 2 in No. 248

To His Highness Imam Yehia bin Muhammad Hamid Uddin, Sana'a.

YOUR HIGHNESS,

I HAVE the honour to inform Your Highness that Your Highness's letter of the (10th February, 1931) 22nd Ramadhan, 1349, has been laid before His Majesty's Government, who have instructed me to express their appreciation of Your Highness's humanity in the release of certain of the hostages who have for so long been detained in the Yemen, and their hope of Your Highness's further clemency in this respect.

His Majesty's Government have further instructed me to state that while they share Your Highness's hopes for the religious and social welfare of the inhabitants of the Aden Protectorate they are unable to agree that the measures necessary to secure that welfare should be undertaken by others than those inhabitants themselves under the guidance of their independent Chiefs and rulers with whom His Majesty's Government are in treaty relations. His Majesty's Government are continually desirous that peaceful relations shall be maintained, and they are still in favour of the conclusion of a treaty of friendship with Your Highness, but they are not prepared to recommence negotiations with Your Highness for a formal treaty except on the lines indicated in Sir Stewart Symes's despatch of the 6th May, 1930 (7th Dhul Hajja, 1348).

I take this opportunity to convey to Your Highness the expression of my high personal esteem and regard, and of my hope that Your Highness will recognize that the basis proposed by His Majesty's Government is one on which it should be possible to arrive at an agreement honourable to both parties and advantageous to their common interests.

C. 89280/31 [No. 19].

No. 249.

LIEUTENANT-COLONEL B. R. REILLY

to

SIR J. SHUCKBURGH (COLONIAL OFFICE).

(Received 14th April, 1931.)

DEAR SIR JOHN, The Residency, Aden, 1st April, 1931.

THANK you for your letter of 6th March, 1931,* enclosing copies of a memorandum from Mrs. Craufurd and a letter and memoranda from Lieutenant-Commander Craufurd.

As you say, the *status quo* is at present being preserved on the Protectorate frontier. The Imam is not likely to try to disturb it (except by propaganda) as long as he believes that to do so will expose him to reprisals on our part; but from our past experience I think that he would not hesitate to do so if he supposed that we would take no action. He is a realist and does not wish to risk a serious quarrel. On the other hand he will not abate his claims, nor evacuate those parts of the Protectorate which he still holds except under pressure, which he believes that His Majesty's Government are not likely to apply.

That he wants a treaty is no doubt true. But he wants it on terms that His Majesty's Government do not accept, but which, unfortunately, he still imagines that he may be able to obtain through perseverance and persistence. This belief is due in considerable measure to misleading impressions created by Craufurd and others who have visited him.

Although the present state of affairs is, as you say, reasonably satisfactory, I of course entirely agree that it would be much better if we could get a proper treaty with the Imam. The negotiations have been confused and hampered by Craufurd's well-meant but very ill-advised intervention, and an important first step is to efface the false hopes raised by his conversations and *pourparlers* at Sana'a. I wish we could have a reliable accredited (Arab or Indian) Moslem representative there who might cultivate good personal relations with the Imam and his advisers, and try to remove the suspicion with which they regard us, while at the same time making clear the point beyond which His Majesty's Government are not prepared to go. Such an appointment is impossible as our relations stand at present; but if the Imam would give an invitation for a British official representative to visit him, it might be a good thing for one—say Champion—to go, not with the immediate object of concluding a treaty, but in order to create a better atmosphere and a clearer understanding of each other's policy and aims. I agree with Craufurd that personal contact and discussion is worth far more than correspondence. We shall make no progress (peacefully) with the Imam unless we can substitute some degree of mutual confidence for the present feeling of mistrust and antagonism. It may prove impossible to do this by any means, but it certainly will not be accomplished by letter-writing, to which the Imam attaches little value.

The idea of a visit by a British official to Sana'a is, of course, open to the objection that it may very likely produce no immediate result, and so appear to have been a failure. I should personally be disposed to risk this, it being borne in mind that the primary object would not be an immediate treaty but better relations which may eventually lead to one.

If this suggestion were accepted I think that it might be possible to obtain an invitation from the Imam without, in the first instance, making any official proposal on our side for the visit, but I shall of course make no move in this direction without your previous approval.

May I suggest that Parliamentary replies to inquiries about the cause of delay in the negotiations should concentrate on the main—and, in fact, the only serious—obstacle to them, namely, the Imam's demand that his sovereignty should be recognized over the tribes of the Aden Protectorate, whose independence His Majesty's Government have by old-standing treaties undertaken to protect? The more clearly that this single point is insisted on, the less open will our attitude be to misrepresentation in England and in the Yemen.

Yours, &c.,
B. R. REILLY.

* No. 247.

C. 89280/31 [Nos. 15-18].

No. 250.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] INDIA OFFICE.
[3] AIR MINISTRY.
[4] ADMIRALTY.

[*Answered by Nos.* 251, 254, 252, *and* 255.]

SIR, Downing Street, 16th April, 1931.

WITH reference to [*To* [1]: the letter from this Department of the 12th February,*] [*To* [2-4]: your letter of the [*To* [2]: 20th†] [*To* [3]: 22nd‡] [*To* [4]: 20th§] of August. 1930,] [*To* all] I am directed by Lord Passfield to transmit to you to be laid before [*To* [1]: Mr. Secretary Henderson] [*To* [2]: Mr. Secretary Benn] [*To* [3]: the Air Council] [*To* [4]: the Lords Commissioners of the Admiralty] a copy of a despatch‖ from the Resident at Aden enclosing a translation of a letter received from the Imam in reply to Sir Stewart Symes's representations to him on the subject of hostages from Protected tribes detained by the Imam in the Yemen.

2. Lord Passfield will be glad to learn whether [*To* [1] and [2]: [Mr. Henderson] [Mr. Benn] concurs] [*To* [3] and [4]: [The Air Council] [Their Lordships] concur] [*To* all] in the terms of the reply suggested by the Resident.

I am, &c.,
H. R. COWELL.

C. 89280/31 [No. 26].

No. 251.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 23rd April, 1931.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of the 16th April,¶ enclosing a copy of a despatch from the Resident at Aden regarding the hostages from the Protectorate tribes detained by the Imam of the Yemen.

2. In reply, I am to request you to inform Lord Passfield that, subject to any observations which the Secretary of State for India and the Air Council may wish to offer, Mr. Henderson concurs in the terms of the reply which the Resident proposes to address to the letter recently received by him from the Imam.

3. Copies of this letter are being sent to the India Office and Air Ministry.

I am, &c.,
G. W. RENDEL.

C. 89280/31 [No. 27].

No. 252.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 24th April, 1931.

I AM commanded by the Air Council to refer to Colonial Office letter dated the 16th April,¶ transmitting a copy of a despatch from the Resident at Aden, together with an enclosure on the subject of hostages from Protected tribes detained by the Imam in the Yemen, and to acquaint you, for the information of the Secretary of State for the Colonies, that they concur in the terms of the reply which the Resident proposes to return to the Imam.

I am, &c.,
CHARLES EVANS
(for Secretary).

* C. 89280/31 [No. 2A]: not printed.
† C. 79280/30 [No. 92]: not printed.
‡ C. 79280/30 [No. 93]: not printed.
§ C. 79280/30 [No. 91]: not printed.
‖ No. 248.
¶ No. 250.

C. 89280/31 [Nos. 21-24].

No. 253.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] INDIA OFFICE.
[3] ADMIRALTY.
[4] AIR MINISTRY.

[*Answered by Nos.* 258, 260, 256, *and* 257.]

SIR, Downing Street, 28th April, 1931.

WITH reference to the Conference held at this Office on the 15th of August, 1930, on the subject of the relations with the Imam of the Yemen, I am directed by Lord Passfield to transmit to you a copy of a semi-official letter* received from the Resident at Aden in which he discusses the advisability of sending a British official representative to visit the Imam, not with the immediate object of concluding a treaty, but in order to create a better atmosphere and a clearer understanding of each other's policy and aims.

2. It will be remembered that at the Conference in question Sir Stewart Symes, the previous Resident, explained that it was impossible for him to visit Sana'a while there was still a question of a treaty being negotiated, since the negotiations could only end in failure. If, however, it were definitely understood that no attempt was to be made to negotiate a treaty, it might be possible for him later on to pay a visit to Sana'a and to improve the relations with the Imam.

3. Lord Passfield is disposed to inform the Resident that he sees no objection to the adoption of his suggestion, if it is found possible to obtain an invitation from the Imam without the first instance making any official proposal for the visit.

I am to inquire whether [*To* [1]: Mr. Secretary Henderson] [*To* [2]: Mr. Secretary Wedgwood Benn] [*To* [3]: the Lords Commissioners of the Admiralty] [*To* [4]: the Air Council] [*To* all] concur in this proposal.

I am, &c.,
ANTHONY BEVIR.

C. 89280/31 [No. 28].

No. 254.

INDIA OFFICE to COLONIAL OFFICE.

India Office, Whitehall,
SIR, London, S.W.1, 1st May, 1931.

IN reply to your letter 16th April,† I am directed by the Secretary of State for India to state that he concurs in the terms of the letter which the Resident at Aden proposes to send to the Imam.

Copies of this letter are being sent to the Foreign Office, the Admiralty, and the Air Ministry.

I am, &c.,
J. G. LAITHWAITE.

C. 89280/31 [No. 29].

No. 255.

ADMIRALTY to COLONIAL OFFICE.

SIR, Admiralty, S.W.1, 4th May, 1931.

I AM commanded by My Lords Commissioners of the Admiralty to refer to your communication of the 16th April,† and to state that They concur in the terms of the reply to the Imam of the Yemen suggested by the Resident at Aden.

I am, &c.,
CHARLES WALKER

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* No. 249. † No. 250.

574

C. 89280/31 [No. 37].

No. 256.

ADMIRALTY to COLONIAL OFFICE.

SIR, Admiralty, S.W.1, 9th May, 1931.

WITH reference to your letter of the 28th April,* forwarding a copy of a semi-official letter received from the Resident at Aden on the subject of the relations with the Imam of the Yemen, I am commanded by My Lords Commissioners of the Admiralty to acquaint you, for the information of the Secretary of State for the Colonies, that They concur in the proposal contained in paragraph 3 of your letter concerning the suggested visit of a British official representative to Sana'a with the object of improving the relations with the Imam.

I am, &c.,
CHARLES WALKER

C. 89280/31 [No. 36].

No. 257.

AIR MINISTRY to COLONIAL OFFICE.

SIR, Air Ministry, London, W.C.2, 11th May, 1931.

I AM commanded by the Air Council to refer to Colonial Office letter dated the 28th April,* transmitting a copy of a semi-official letter from the Resident at Aden on the subject of a proposed visit to Sana'a of a British official representative with a view to the improvement of relations with the Imam of the Yemen and to acquaint you, for the information of the Secretary of State for the Colonies, that they concur in the proposal contained in the last paragraph of the letter under reply, which they consider might lead to a better understanding in the future.

The Council desire to suggest that, if Lord Passfield sees no objection, arrangements should be made for the Air Staff Intelligence Officer at Aden (Flight-Lieutenant A. R. M. Rickards, O.B.E., A.F.C.) to accompany the Residency representative.

I am, &c.,
J. S. ROSS

C. 89280/31 [No. 38].

No. 258.

FOREIGN OFFICE to COLONIAL OFFICE.

SIR, Foreign Office, S.W.1, 12th May, 1931.

I AM directed by Mr. Secretary Henderson to acknowledge the receipt of your letter of 28th April,* regarding a suggestion put forward by the Resident at Aden that a British official representative from Aden should visit the Imam of the Yemen at Sana'a, with the object of creating a better atmosphere and a clearer mutual understanding of policy and aims on either side.

2. In reply, I am to inform you that while sharing Colonel Reilly's views that an improvement in the present atmosphere is much to be desired, Mr. Henderson sees serious objections to the course of action proposed, which, in his opinion is unlikely to achieve the main object in view.

3. In the first place it is clear that some initiative would have to be taken by His Majesty's Government or by the British authorities at Aden in order to obtain the necessary invitation from the Imam. However indirectly or unofficially such an initiative were taken, the fact would remain that His Majesty's Government would be in the position of suitors—a position in which, in view of the Imam's general attitude towards them, it appears most undesirable that they should be placed.

4. Secondly, although it is clear from Colonel Reilly's letter that there could be no question of the British representative concerned concluding any kind of treaty, it would seem inevitable that whatever explanations might be given on the subject in

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* No. 253.

advance, his visit to Sana'a would give rise to a general expectation of some definite and tangible result. It is not clear how, in existing circumstances, any such result could be achieved. Even, therefore, if the general atmosphere should eventually be somewhat improved by the visit, its immediate results would be likely to be regarded locally as disappointing and it might well be represented that His Majesty's Government has received a further rebuff.

5. Apart from this aspect of the question it seems clear, as Colonel Reilly himself admits in the final paragraph of his letter of 1st April* to Sir J. Shuckburgh, that the main obstacle to the establishment of improved relations with the Imam is the latter's demand that his sovereignty should be recognized over the tribes of the Aden Protectorate, whose independence His Majesty's Government have undertaken to protect. It seems in the highest degree improbable that the Imam would at present be induced to modify this demand as a result of the visit of a British official of secondary rank to Sana'a, particularly if he were under the impression that His Majesty's Government had desired the invitation and were perhaps more eager than he to reach a settlement.

6. In view of the above considerations the Secretary of State deprecates the course of action suggested in your letter under reply, and would prefer that the policy should if possible be continued, for the present at any rate, of leaving it entirely to the Imam to take the next step in seeking to bring about a real improvement in the situation.

7. Copies of this letter are being sent to the Air Ministry and the India Office.

I am, &c.,
G. W. RENDEL.

C. 89280/31 [No. 30].

No. 259.

THE SECRETARY OF STATE to THE RESIDENT

(Secret.)

SIR, Downing Street, 16th May, 1931.

I HAVE the honour to acknowledge the receipt of your despatch No. 63, Secret, of the 18th March, 1931,† enclosiing a translation of a further letter received from the Imam of the Yemen, together with the draft of a proposed reply.

2. I have read your despatch with interest, and I approve the terms of the reply which you propose to address to the Imam.

I have, &c.,
PASSFIELD.

C. 89280/31 [No 39].

No. 260.

INDIA OFFICE to COLONIAL OFFICE.

SIR, India Office, Whitehall, London, S.W.1, 27th May, 1931.

I AM directed by the Secretary of State for India to refer to your letter of 28th April,‡ transmitting copy of a semi-official letter* from the Resident at Aden in which Colonel Reilly discusses the advisability of sending a British official representative to visit the Imam.

Mr. Secretary Benn has considered the proposal in paragraph 3 of your letter, and in view of the objections seen by Mr. Secretary Henderson to this proposal (Foreign Office letter to the Colonial Office of 12th May§) he would suggest that, as Colonel Reilly will shortly be proceeding on four months' European leave, advantage might be taken of the latter's presence in this country to hear his views in greater detail and discuss the matter with him before a final decision is reached.

Copy of this letter is being sent to Foreign Office and Air Ministry.

I am, &c.,
J. C. WALTON

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* No. 249 † No. 248. ‡ No. 253. § No. 258.

C. 89280/31 [No. 40].

No. 261.

SIR J. SHUCKBURGH (COLONIAL OFFICE)

to

MAJOR N. G. HIND (COMMITTEE OF IMPERIAL DEFENCE).

DEAR MAJOR HIND, Downing Street, 2nd July, 1931.

I WRITE to you as Secretary of the Standing Official Sub-Committee for Questions concerning the Middle East, set up by the Committee of Imperial Defence last year, to ask if you will kindly convene a meeting of the Sub-Committee within the next 10 days for the purpose of discussing the relations between His Majesty's Government and the Imam of the Yemen.

I attach our official files (89280/31 and 79280/30). The particular point on which a decision has to be taken arises out of No. 19* on 89280; but I am anxious that the discussion should cover the whole field of policy, and that, if possible, some general conclusions should be reached for submission (if necessary) to the Ministerial Committee and the Cabinet.

I should be obliged if you would also invite Lieutenant-Colonel B. R. Reilly, C.I.E., O.B.E., the Resident at Aden (who is at present on leave in this country) to be present at the Meeting, in order that the Committee may have an opportunity of hearing his views on the whole question.

Colonel Reilly's address is:—

Junior Naval and Military Club,
96, Piccadilly, W.1.

Yours, &c.,
J. E. SHUCKBURGH.

C. 89280/S/31 [No. 23].

No. 262.

MR. R. S. CHAMPION (ADEN)

to

LIEUTENANT-COLONEL B. R. REILLY, RESIDENT (IN LONDON).

(Received 7th August, 1931.)

DEAR COLONEL REILLY, The Residency, Aden, 22nd July, 1931.

SINCE you left Aden I have been considering what modifications might be made in the terms of our negotiations with the Imam, and the enclosed notes represent my suggestions in the matter. Major Wightwick has read them in conjunction with the relevant past correspondence, and agrees that I should forward them to you in the hope that they may assist you in any discussion you may have at the Colonial Office. They are mainly concerned with the first four draft Articles: as to the remainder of a comprehensive treaty it may be that the "Clayton draft" might be simplified, but the chief opinion that I have formed as to the present state of the negotiations is that any continuation of them should be "comprehensive" in character. I hope I have made the reasons for that opinion clear, and that they will appeal to you.

Yours, &c.,
R. S. CHAMPION.

Enclosure in No. 262.

NOTES.

I THINK that the draft treaty, that at present represents His Majesty's Government's attitude to the question of a Treaty with the Imam, is open to the following criticisms.

(*a*) *Article I.* His Majesty's Government acknowledges the sovereignty and absolute independence of the King of the Yemen in his "dominions." Naturally enough these "dominions" are not specified, but I suggest that this phrasing is an

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* No. 249.

encouragement to the Imam to consider the Protectorate as included in his dominions. Colonial Office despatch of the 24th September, 1928* (paragraph 4) is relevant to this issue.

(*b*) *Articles I, III and IV* together contain four qualifying clauses the very existence of which is enough to make a suspicious man more so. I think that all clauses should be as direct as possible.

(*c*) *Article II.* His Majesty's Government undertakes to prevent its "territories" being used as a base for unlawful activities directed against the peace and tranquillity of the territories of the King of the Yemen I am aware that "territories" is a comprehensive term and would include any British territory. At the same time I fear lest the Imam may read it to mean the Protectorate, and may suspect that such a meaning was deliberately intended to establish a British *claim* to the Protectorate as territory of His Majesty's Government.

(*d*) *Article III.* "The southern frontier" is surely too indefinite. While on the one hand Colonial Office have stated that "all reference to Settlement of 1905 or to Turkish Government should be carefully avoided," they have later said that "northern boundary of Protectorate should be clearly defined." I think that direct reference to the existing boundary *Line* should be avoided, but the definition of the protected territory as the "Aden Protectorate" should have the effect of crystallizing, by indirect inference, what has come to be known as the *de facto* boundary between the territories of our protected tribes and those of the Imam. I therefore suggest that the term "settlement of the question of the frontier referred to in Article 4" (which was specified in Artictle 4 as that demarcated in 1903, 1904 and 1905) should be modified.

Further, I think that any mention of the claims of the Imam will only serve to accentuate them and should be deleted.

(*e*) *Article IV.* Reference to the demarcated frontier might be deleted (v.s.).

The "special relations" might be defined by reference to the treaties existing between the "Chiefs and Rulers" of His Majesty's Government.

The qualifying clause in the final sentence of this Article would seem to be of little value, and might be deleted for reasons of clarity provided that the Imam's recognition of the Chief's right to rule themselves and of their special relations with us, shall be qualified by the implied suggestion that the Protectorate Treaties are not eternal.

(*f*) For reasons of consistency that will be apparent in consideration of my remarks, I have changed the serial order of the four articles.

(*g*) In consideration of my note (*c*) above, I suggest that the third sentence of Article IV, and the second sentence of Article II have the same meaning. I have combined them, with a modification, in proposed Article III.

(*h*) In May, 1928, Colonial Office said that His Majesty's Government did not wish at that stage to become involved in negotiation of a detailed treaty, and were very desirous of obtaining a speedy settlement of the frontier question. His Majesty's Government thought that a brief treaty confined to the following was essential:—

(1) Recognition of Imam's independence.
(2) Imam's recognition of a frontier (to be defined).
(3) Promise in general terms to the Imam of such assistance as His Majesty's Government could give within the limits of their international obligations.

A subsequent more detailed treaty *after evacuation had actually taken place* could settle any other outstanding matters.

(i) This seems to be the first time that the suggestion was made that there should be anything in the form of a preliminary treaty to determine the frontier question, and it was made when the Imam was still in occupation of the Dhala' plateau and Shaib.

(*j*) Fowle proposed, and His Majesty's Government agreed, that we should insist on maintenance of the old frontier up to the Wadi Bana; thence the pocket within the N.E. line containing Nawa, Dhabyan, and Rube'iatain, and bounded by Wadi Bana and Seilet Sih, might be ceded. Fowle's proposal as to the Beidha re-entrant is not clear, but he insisted that the Imam should evacuate Audhali territory on the Dhaher

* No. 352 in Middle East No. 22.

then (and now) occupied by him. His Majesty's Government in agreeing to Fowle's proposals, understood that the Imam would not be given Audhali territory beyond Seilet Sih. In fact there is none in that sense, for Beidha territory intervenes between the Audhali country and Seilet Sih; but it may be inferred that His Majesty's Government agreed that Audhali territory should not be ceded.

(*k*) Latterly, our negotiations with the Imam have been based on our insistence that the conclusion of a later comprehensive treaty shall be conditional on the conclusion of a short preliminary treaty in which the Imam shall undertake not to encroach on the territories of our protected Chiefs, and in which the settlement of the boundary question is deferred for further discussion and subsequent settlement. Specific reference to the Anglo-Turkish boundary being repugnant to the Imam, I think that the alternative reference to the Aden Protectorate might be acceptable to him, and is not inconsistent with our objects, for the term would include the Audhali territory on the Dhaher that the Imam ought to evacuate. Generally speaking, I think that in present circumstances there is little to be gained in insisting on the preliminary treaty. If in fact the Imam is sincere in his expressed wish for a Treaty it is because he wants commercial benefits; and I believe that our insistence on a preliminary treaty tends to make him suspicious that our only object is security of tenure in the Protectorate, and that if and when we secured that we would not go forward with the fuller commercial agreement that means much to him and (in his view) little to us. For he no doubt thinks that if we really wanted his custom we should be readier to fall in with his wishes.

(*l*) I suggest therefore that any new representation we make to the Imam should take the form of a comprehensive draft treaty embodying my proposed amendments to the first four articles, and the further six articles as they stand in the final Clayton draft, or suitably modified (though direct reference to the Clayton Mission should be avoided). Sir Stewart Symes's views in his despatch No. 166 of the 7th September, 1928,* are relevant to this suggestion as also Colonial Office telegram of 11th October, 1928.†

(*m*) If the Imam's main preoccupation is not commercial, but is in fact the recognition of his pretentions to sovereign rights in the Protectorate and the Islands his reaction to such new representations will become apparent. We shall have lost nothing, and gained more certain knowledge.

"Final Draft," 1929.	*Proposed new draft.*	*Remarks.*
Article I. His Britannic Majesty's Government in the United Kingdom of Great Britain and Northern Ireland acknowledge the sovereignty and the absolute independence of His Majesty the King of the Yemen in all matters, political and administrative, internal and external, in his dominions. †Nothing in the present Article is to be considered as a contradiction of the contents of Article II.	*Article I.* His Majesty's Government acknowledge the sovereignty and the absolute independence of His Majesty the King of the Yemen in all matters, political and administrative, internal and external, in* the territories under his rule. Nothing in the present Article is to be considered as a contradiction of the contents of Article III.	* *cf.* note (*a*), and proposed Article IV. † *cf.* note (*b*). This is the only conditional clause that seems to me to be justified.
Article IV. The tribal territories of which the Chiefs and Rulers are named at the foot of this Article, or which are bounded by the frontier§ demarcated in 1903, 1904 and 1905 shall remain under their own rule.	*Article II.* His Majesty the King of the Yemen recognizes the ‡special relations existing between the Chiefs and Rulers named at the foot of this Article and His Majesty's Government,‡ by virtue of	‡ *cf.* note (*e*). § *cf.* notes (*d*) and (*e*). ‡ *cf.* note (*e*).

* No. 353 in Middle East No. 22.

† No. 354 in Middle East No. 22.

"*Final Draft*," 1929.	*Proposed new draft.*	*Remarks.*
Article IV.—(cont.) His Majesty the King of the Yemen recognizes the ‖special relations existing between those Chiefs and Rulers and His Britannic Majesty's Government in the United Kingdom of Great Britain and Northern Ireland,¶ it being understood that this recognition does not abrogate the provisions of Article III.†† His Majesty the King of the Yemen undertakes that he will prevent, by all means at his disposal, any aggression of his forces on those territories, and any interference by his subjects with the affairs of the people inhabiting the Aden side of that frontier. ‡‡In accordance with the provisions of Article III, nothing in the present Article is to be taken as signifying that His Majesty the King of the Yemen has recognized the Agreement under which the above frontier was fixed.	*Article II.*—(cont.) the treaties existing between them and His Majesty's Government and His Majesty the King of the Yemen agrees that the tribal territories of those Chiefs and Rulers, which comprise the territory known as the Aden Protectorate shall remain under their own rule, **so long as the said treaties between those Chiefs and Rulers and His Majesty's Government exist.	‖ *cf.* note (*e*). ¶ *cf.* note (*b*). ** *cf.* note (*e*), 3rd para. †† *cf.* note (*g*). ‡‡ *cf.* note (*b*).
Article III. The settlement of the question of the southern§§ frontier referred to in Article IV is deferred pending the conclusion, in whatever way may be agreed upon by both parties, of the negotiations which shall take place between His Britannic Majesty's Government in the United Kingdom of Great Britain and Northern Ireland and His Majesty the King of the Yemen before the expiry of the present Treaty,† it being understood that nothing contained in the Articles of the present Treaty is to be taken as meaning that His Majesty the King of the Yemen renounces his ‡claims or that His Britannic Majesty's Government recognize any part of his claims.	*Article III.* There shall be peace and friendship between His Majesty's Government and His Majesty the King of the Yemen. Each of the high contracting parties undertakes to maintain good relations with the other,¶¶ and to endeavour by all the means at its disposal to prevent its* territories or territories under its protection from being used as a base for unlawful activities directed against peace and tranquillity in the territories of or under the protection of the other party.	§§ *cf.* note (*d*). ¶¶ *cf.* note (*g*). * *cf.* note (*c*). † *cf.* note (*b*). ‡ *cf.* note (*d*).
Article II. There shall be peace and friendship between His Britannic Majesty's Government and His Majesty the King of the Yemen. Each of	*Article IV.* The settlement of the question of the frontier between the territories§ under the rule of His Majesty the King of the Yemen, and the Aden	§ *cf.* note (*a*) and proposed Article I.

the high contracting parties undertakes to maintain good relations with the other and to endeavour by all the means at its disposal to prevent its ‖territories being used as a base for unlawful activities directed against peace and tranquillity in the territories of the other party.	Protectorate referred to in Article II, is deferred, pending the conclusion, in whatever way may be agreed upon by both parties, of the negotiations which shall take place between His Majesty's Government and His Majesty the King of the Yemen, before the expiry of the present Treaty.	‖ *cf.* note (*c*).

	The Imam's requests. "*Craufurd*, 1929."		*How we can meet them.* "*Proposed draft.*"
1.	Article I.	Recognition of absolute independence.	Article I. Granted in respect of the territories under his rule. (Reference to non-recognition of claims omitted, but let us see how far Imam will subordinate those claims to his commercial interests.)
2.	Article II.	The Yemen to enjoy its original rights to include the Islands and the Protectorate	
3.	Article I.	His Majesty's Government not to interfere in Yemen affairs and not to assist anyone against the Yemen.	Article III. Granted.
4.	Article II.	Solution of question of definition of "the Yemen" to be deferred to later negotiation.	Article IV. Granted as to settlement of question of the frontier between the Protectorate and the territories under the rule of the Imam.
5.	Article II.	Imam agree to maintain *status quo*.	Implied in Article III.
6.	Article III.	"Islands" to be included in solution of Yemen question. (Imam later withdrew from claim to administer the Kamaran Lazaretto contained in "Craufurd, 1927.")	(Let us see if this demand is not a *ballon d'essai*.)
7.	Article IV.	Peace and friendship with His Majesty's Government.	Article III. Granted.
8.	Article IV.	Exchange of trade with His Majesty's Government.	Article IV of "Clayton, 1926."
9.	Article V.	His Majesty's Government to furnish goods, war materials, &c.	Article V of "Clayton, 1926."
10.	Article V.	And experts and scientists.	Article V of "Clayton, 1926."
11.	Article VI.	Trade agreement with His Majesty's Government.	(is implied in Article V of "Clayton, 1926.")

12.	Article VII.	Arabic version of treaty to be paramount.	(" equal validity " should not be difficult to ensure.)
13.	Article VIII.	Ratification within 3 months.	(a matter of detail).
14.	Article IX.	Term of treaty to be for 10 years.	Article XIII of " Clayton, 1926."
15.	Article IX.	6 months' notice of revision before expiry of Treaty.	relevant to Article XIII of " Clayton, 1926."
16.	Article III.	Appointment by Imam of Qadhi in the Protectorate.	(probably another *ballon d'essai*, and unacceptable).

C. 89280/S/31 [No. 15].

No. 263.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Secret.)

SIR, Downing Street, 3rd September, 1931.

I HAVE the honour to inform you that advantage was taken of Colonel Reilly's presence in this country to discuss with him the question of the future relations of His Majesty's Government with the Imam of the Yemen. I enclose, for your information, a copy of a semi-official letter* in which Colonel Reilly discusses the advisability of sending a British official representative to visit the Imam, not with the immediate object of concluding a Treaty, but in order to create a better atmosphere and a clearer understanding of each other's policy and aims.

2. The matter was fully discussed in Colonel Reilly's presence, with representatives of the Departments concerned, and the following conclusions were reached:—

(*a*) It is considered that the policy adopted during the last few years of declining to negotiate with the Imam on any basis that would involve recognition of his claims in respect of the Aden Protectorate has been fully justified, both in principle and by its results.

(*b*) It is fully recognized that advantages might accrue from the visit of a responsible British official to Sana'a for the purpose of entering into personal relations with the Imam and dispelling the atmosphere of suspicion that has hitherto prevailed. In the present circumstances, however, in the absence of any spontaneous invitation on the Imam's part, the opinion is held that great caution should be observed, and that no action should be taken which might in any way be represented as a definite overture on the part of His Majesty's Government. No immediate steps should be taken in the matter failing a spontaneous invitation from the Imam.

(*c*) Such measures as may be considered practicable should continue to be taken to procure the release of the remaining hostages.

(*d*) If any suitable opportunity should occur, steps might be taken to give the Imam ocular demonstration of our intention to resist aggression against our protected territory.

3. You should be guided by these conclusions which have been accepted by His Majesty's Government, in your attitude towards the Imam.

4. Colonel Reilly has been invited to review the whole question on his return to Aden.

I have, &c.,
J. H. THOMAS.

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* No. 249.

C. 89280/S/31 [No. 26].

No. 264.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2nd November, 1931.)

[*Answered by No.* 274.]

(Secret.)
(No. 208.)

SIR, The Residency, Aden, 21st October, 1931.

I HAVE the honour to refer to my telegram No. 21 of the 15th October, 1931,* regarding the relations between His Majesty's Government and the Imam, and to enclose herewith translations of the Imam's communication dated the 2nd September, 1931, and of his new draft Treaty terms that were attached thereto. For convenience of reference I also enclose a comparative statement in which such of the Imam's new draft terms as are relevant are set side by side with those which were communicated to him by Sir Stewart Symes on the 11th November, 1929, as the basis on which His Majesty's Government would be prepared to re-open negotiations (*vide* Sir Stewart Symes' despatch No. 193† of that date). You will observe that the Imam claims that his draft " completely agrees both in form and effect with the draft treaty proposed by the British Government."

2. The main points of difference between these two drafts are as follows:—

Article III.

(*a*) The Imam accepts in principle the proposal of His Majesty's Government that the question of his southern frontier should be deferred, but he has made certain alterations in this article which raise points of material importance.

The first is the addition of the words " of the Yemen " to " frontier." The term " Yemen " is open to two interpretations. In a geographical sense it is widely accepted as comprising the whole of south-west Arabia, including the Aden Protectorate and Aden itself. In a restricted or political sense it can be regarded as applying only to the actual territory of the Imam, and it is presumably in this sense that His Majesty's Government have offered to recognise the Imam as " King of the Yemen." There is a possibility that the Imam may interpret the word in one way, and we in another, but from the context it appears that in this case he is using it in its restricted sense, because in its wider geographical interpretation the Yemen is bounded on the south by the sea; and it seems clear that the Imam, like His Majesty's Government, is referring to a land frontier. If so, the point is not of great importance, and the addition " of the Yemen " might be accepted

(*b*) The Imam's second alteration is more serious. He has added the question of " the islands of the Yemen " to that of his southern frontier. The phrase is indefinite—perhaps purposely so—but it is probably intended to cover Kamaran, Perim, the Hanish and Jebel Zukur group, and possibly the Farsan Islands. The sovereignty of Kamaran and the Hanish and Jebel Zukur Islands is undecided, and there may be no harm in letting the Imam reserve a hypothetical claim to them, to be decided at a later date. But His Majesty's Government will presumably refuse to be a party to an agreement which implies that the sovereignty of Perim is open to doubt, and in my opinion there should be no ambiguity either on that point or in regard to the status of Aden itself.

(*c*) The third change of importance made by the Imam in this article is his substitution of the words " original rights " for the word " claims " in His Majesty's Government's draft, and his omission of the words " or that His Britannic Majesty's Government recognise any part of his claims." Both these alterations appear to me to be unacceptable, and it would be difficult to reconcile acquiescence in them with our obligations under our Protectorate treaties. I recommend that on this point the Imam should be told that His Majesty's Government prefer to adhere to their original wording, and must insist on it.

(*d*) In the last part of his draft Article III the Imam omits all reference to the frontier demarcation of 1903, 1904 and 1905, and to the special relations of His Majesty's Government with the Chiefs and rulers enumerated in His Majesty's Government's draft (Article IV); that is to say, he declines to endorse the Anglo-Turkish agreement or expressly to recognise the validity of the Protectorate treaties. On these two points he adheres to the attitude that he has adopted throughout all the negotiations that have taken place during the last ten years. On the other hand he offers

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* No. 306. † No. 391 in Middle East No. 22.

to accept and to guarantee the existing *status quo* for the term of the treaty. This is a great advance on his part and amounts to an acceptance in principle of the terms offered by His Majesty's Government, although not entirely in the manner that His Majesty's Government desire. It may not be necessary to insist on specific recognition of the Anglo-Turkish boundary or of the tribal treaties, if we accept this definite assurance from the Imam that he recognises and will respect the existing situation. His offer is a satisfactory one except in one respect. The *status quo* leaves half the Audhali territory in the Imam's hands. I understand that it was never the intention of His Majesty's Government to acquiesce in the permanent continuance of this occupation, and the wording of Article IV in His Majesty's Government's draft clearly implies that all the tribal territories enumerated, including the whole of the Audhali territory, should remain under the rule of their own Chiefs. I consider that evacuation by the Imam of all Audhali districts that he holds, and the restoration of Audhali hostages, is an essential condition to the conclusion of a treaty with him. Failure to secure this would constitute a breach of our treaty obligations to the Audhali Sultan, and would perpetuate the present unsatisfactory situation in the tribe. In my interim reply to the Imam I have suggested that an immediate withdrawal would help the negotiations that he has reopened.

With regard to Rub'atein, N'awa, and Dhabyan, districts of Zeidi occupation which the Upper Yafa' Chiefs claim as dependencies, but whose real status is in doubt, I recommend that His Majesty's Government should be prepared to accept a compromise or to forego their claims altogether.

3. I see nothing objectionable in substance in the Imam's draft Articles IV, V and VI, which I suggest might be accepted.

4. In his Article VII the Imam has proposed a term of 40 years for the treaty, to which I suggest that His Majesty's Government might agree. He has also stipulated that the treaty should be drawn up in Arabic. He endeavoured to obtain this concession in 1926 from Sir Gilbert Clayton, who recorded his discussions on this point in his Report on his Mission to the Imam (Middle East No. 10) If His Majesty's Government consider that the treaty must be in both languages, a solution might perhaps be found in the suggestion made in paragraph 46 of Sir Gilbert Clayton's Record of Proceedings, at page 56, of that report.

5 In addition to the important variations that I have described, there are certain other alterations in the phrasing of the Imam's draft that do not appear to me to make any material change in its sense or intention, and which I suggest might be accepted as far as possible.

6. You will observe that these new proposals by the Imam that are made in a spirit of such unusual conciliation, and that show such a notable and sudden advance on any that he has made in the past, were addressed from Sana' direct to me in London on the 2nd September, 1931—nearly a month before his receipt of His Majesty's Government's ultimatum regarding Al 'Ain. The Imam's communication was accompanied by a private letter to me, under separate cover, from Ragheb Bey, a Turk who occupied a prominent position in the administration of the Yemen until the Turkish evacuation of the country at the end of the War. He has since for some years been the Imam's Minister or Adviser for Foreign Affairs. I became acquainted with him in Aden in 1919 when he, with other Turkish officers and officials, made their surrender under the terms of the Armistice. I was able at the time to give him some assistance with regard to his repatriation, and since that time he has affected to consider himself as being under a personal obligation to me. The tone of his letter, of which I attach a copy, bears out independent information that his influence with the Imam has for some years been exerted in favour of friendly relations with His Majesty's Government, and suggests that the present draft is largely due to his efforts. He appears to have taken advantage of the sudden straining of political relations between the Imam and Ibn Saud during August to induce the former to make this change in his attitude towards His Majesty's Government. It seems probable that the Imam, knowing of the treaty relations between His Majesty's Government and Ibn Saud, and hearing of the representations made by the latter in London in regard to alleged Yemeni incursions into Asir, feared lest Ibn Saud should receive British support against him, and therefore thought it politic to improve his own relations with the British Government.

7. It is obvious that the Imam has more to gain from the conclusion of a treaty than His Majesty's Government. The defence of the Protectorate is already ensured by the Royal Air Force, and the existence of a treaty might lessen our freedom to take immediate air action in case of aggression or interference on the Imam's part. The only substantial advantages that we can look to gain from a treaty are commercial ones, and this possible gain has to be balanced against the undesirability of admitting

to any degree the existence of claims by the Imam to the Protectorate, and of accepting a frontier which is not strictly defined. Assuming, however, that His Majesty's Government adhere to their policy of desiring that our relations with the Imam should be regularised by a formal treaty, and that they are prepared to stand by their offer of 1929 in order to gain this object, I consider that, subject to the remarks that I have made, his draft offers a favourable basis for the renewal of negotiations. I suggest that the attitude of His Majesty's Government should again be made clear to the Imam with regard to those essential points in his draft that cannot be conceded.

8. I consider, however, that there is now so much common ground between the Imam's proposed terms and those offered to him by His Majesty's Government that it may be possible to find a solution of the remaining points of difference. This might best be achieved by personal discussion, which is likely to be more fruitful than correspondence. If you agree with this view, I suggest that the Imam be invited to send a representative to Aden or, alternatively, to receive a British representative at Sana'a.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure 1 in No. 264.

In the name of God the Merciful and Compassionate.

(SEAL OF THE IMAM.)

To Lieutenant-Colonel B. R. Reilly,
Resident at Aden (in London).

After Compliments.

BEFORE beginning a discussion, we tender our high respects as becoming to your high position, we express our sentiments of friendship and sincerity and we display our attentive loyalty. We beg to acknowledge receipt of your letter No. C/299 dated 4th June, 1931 (18th Moharrum 1850) and to say that we have examined its contents with careful interest, good will and sincerity. We attach much importance to the assertion of His Majesty's Government, conveyed to us by you, that they are continually desirous that peaceful relations shall be maintained and that they are still in favour of the conclusion of a treaty of friendship; and we have placed reliance on it

In case you wish to establish peaceful relations in a spirit of friendship and uprightness, we most earnestly and sincerely beg to submit to Your Excellency a draft treaty based on our desire to facilitate and encourage the carrying into effect of the wishes of your beloved and honourable Government. We assure you again that our desire to achieve the gratitude of the British Government is the essential object that we have in view.

But we request the British Government not to overlook our rights, status, importance and territorial obligations but duly and carefully to regard them. We wish the British Government to place full reliance on us to the last, for the truth, and earnestness we maintain.

The draft treaty that we send herewith completely agrees both in form and effect, with the draft treaty proposed by the British Government and forwarded with your letter No. C/718 dated 10th Jomad Thani 1349 (2nd October, 1930). There is neither difference nor contradiction in the two drafts as to the intentions of the two parties.

In order to avail ourselves of your presence in and acquaintance with London, we request Your Excellency, who is known with high sentiments or fair-mindedness, to use every means to bring about the conclusion of this beloved, most desired, and undoubtedly necessary agreement, that is of such great importance to the two countries and without which there will naturally be harmful consequences.

We take this hopeful opportunity of confirming the sincere friendship we maintain for Your Excellency and await the receipt of your esteemed reply.

Dated 10th Rabi el Thani, 1350.
(2nd September, 1931.)

Enclosure 2 in No. 264.

In the name of God.

Preamble.

HIS Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, on the one part, and

His Majesty the King of the Yemen, the Imam, on the other part,

Being desirous of entering into a treaty on a basis of friendship and co-operation for their mutual benefit,

Have resolved to conclude this Treaty and have appointed as their Plenipotentiaries:

.....

On behalf of His Majesty the King of Great Britain; and

.....

On behalf of His Majesty the King of the Yemen, the Imam,

Who having communicated their full powers by the exchange of credentials, found in good and due form, have agreed as follows:—

Article I.

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and His Government acknowledge the complete and absolute independence of His Majesty the King of the Yemen, the Imam, and the Government of the Yemen, in all international affairs, whether fundamental or subsidiary, internal and external.

Article II.

There shall always be peace and friendship between His Majesty the King of Great Britain and His Government and His Majesty the King of the Yemen and His Government. Each of the high contracting parties undertakes to maintain good relations with the other in every respect.

Article III.

The settlement of the two questions of the southern frontier of the Yemen and of the Islands of the Yemen is deferred pending the conclusion, in whatever way may be agreed upon by both parties in a spirit of frendship and complete concord, free from any dispute or difference, of the negotiations which shall take place between His Britannic Majesty's Government and the Government of His Majesty the King of the Yemen, the Imam, before the expiry of the period of the present Treaty, it being understood that nothing contained in this Article in the body of the present Treaty is to be taken as meaning that His Majesty the King of the Yemen renounces his original rights in those regions. The situation existing on the date of the conclusion of this Treaty, and any interference by his subjects with the affairs of the people with His Government undertakes, that He will prevent, by all means at his disposal, any aggression by his forces, such as will change the situation existing on the date of this Treaty, and any interference by his subjects with the affairs of the people inhabiting the Aden side of (or beyond) the frontier representing the present situation

Article IV.

The High Contracting Governments shall, by mutual agreement and concord, after the conclusion of this original Treaty, enter into such agreements as shall be necessary for the establishment of political and Consular relations and for the regulation of commercial and economic affairs, based on the principles of general international procedure.

Article V.

From the date of the signature of this original Treaty the subjects of each of the contracting Governments, who wish to trade in the country of the other, shall be amenable to the local Laws, provided that they shall receive treatment similar to that enjoyed by the subjects of a most-favoured-nation. Similarly the vessels of each of the contracting Governments, and their cargoes, in the ports of the others, shall be treated as those of a most-favoured-nation.

Article VI.

This Treaty is the basis of all subsequent agreements that may be concluded between the two Governments now and in the future for the purposes of friendship and amity. The high contracting parties undertake not to assist nor to connive at any action directed against the friendship and concord now existing between them.

Article VII.

This Treaty has been drawn up in two original documents, at Sana'a in the Yemen, in the Arabic language. It shall remain in force for a period of 40 years from the date of their formal exchange.

Enclosure 3 in No. 264.

His Majesty's Government's Draft, 1929.	Imam's New Draft.
Preamble.	*Preamble.*
His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Sea, Emperor of India on the one part and His Majesty the King of the Yemen x x x x on the other part	His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Sea, Emperor of India on the one part and His Majesty the King of the Yemen, (the Imam), on the other part.
Being desirous of *settling certain outstanding matters between the two countries* on a basis of friendship and co-operation for their mutual benefit (and with a view to reaching permanent agreement in future).	Being desirous of *entering into a Treaty* on a basis of friendship and co-operation for their mutual benefit x x x x x x x x x x x x x x x x x x x x x x
Have resolved to conclude *a* Treaty (for that purpose) and (to that end) have appointed as their Plenipotentiaries	Have resolved to conclude *this* Treaty x x x x x x and x x x x have appointed as their Plenipotentiaries . . (. . . . .)
His Majesty the King of Great Britain (Ireland) and (the British Dominions beyond the Seas, Emperor of India. For Great Britain and Northern Ireland,) (. . . . .)	On behalf of His Majesty the King of Great Britain x x x x and x x x x x x x x x x x x x x x x x x x

ARTICLE III.

The settlement of the x x question of the southern frontier x x x x x x x x x (referred to in Article 4) is deferred pending the conclusion in whatever way may be agreed upon by both parties x x x x x x x x x x x x x x x x x x x x x of the negotiations which shall take place between His Majesty's Government (in the United Kingdom of Great Britain and Northern Ireland) and x x x x x x His Majesty the King of the Yemen x x x x before the expiry of the x x x x x present Treaty, it being understood that nothing contained in the *Articles* x x x x x of the present Treaty is to be taken as meaning that His Majesty the King of the Yemen renounces his *claims* x x x x x x x (or that His Britannic Majesty's Government recognize any part of his claims).

ARTICLE IV.

The tribal territories of which the Chiefs and Rulers are named at the foot of this Article, or which are bounded by the frontier demarcated in 1903, 1904 and 1905 shall remain *under their own rule.*

His Majesty the King of the Yemen recognizes the special relations existing between those Chiefs and Rulers and His Britannic Majesty's Government in the United Kingdon of Great Britain and Northern Ireland, it being understood that this recognition does not abrogate the provisions of Article 3.

His Majesty the King of the Yemen x x x x x x x x undertakes that he will prevent by all means at his disposal any aggression by his forces *on those territories*

and any interference by his subjects with the affairs of the people inhabiting the Aden side of *that* frontier. x x x x x x x x x x

ARTICLE III.

The settlement of the (two) question(s) of the southern frontier (of the Yemen and of the Islands of the Yemen) x x x x is deferred pending the conclusion in whatever way may be agreed upon by both parties (in a spirit of friendship and complete concord free from any dispute or difference) of the negotiations which shall take place between His Majesty's Government x x x x x x x x x x x x x x x x x x x x x and (the Government of) His Majesty the King of the Yemen (the Imam), before the expiry of the (period of the) present Treaty, it being understood that nothing contained in *this* Article (and the body) of the present Treaty is to be taken as meaning that His Majesty the King of the Yemen renounces his *original rights* (in those regions). x x x x x x x x x x x x x x x x x x x

The attitude of the Air Staff, regarding treaty negotiations with the Imam, has consistently been that the situation on the border is quite satisfactory in the absence of any settlement. This view was expressed in an Air Ministry letter dated 24th August, 1929,* to the Colonial Office when it was stated " that as far as the military aspect is concerned no difficulty is likely to arise owing to the absence of a treaty. Indeed if negotiations were to disturb the existing equilibrium, there would, from the purely military aspect of the question, be certain advantages in the continuance of the present state of affairs."

No developments have since taken place which cause any modification of the Air Staff point of view, and in this connexion they entirely agree with the Resident's opinion stated in paragraph 7 of his letter to the Secretary of State dated 21st October, 1931† (circulated under M.E. (O) 41 of 12th November, 1931), where he says, " the defence of the Protectorate is already ensured by the Royal Air Force and the existence of a treaty might lessen our freedom to take immediate air action in case of aggression or interference on the Imam's part." The Air Staff consider that the correctness of this point of view is well borne out by the reaction of the Imam to the threat of immediate air attack following upon his recent interference with Protectorate tribesmen in the region of Wadi Beihan. In this instance the existence of a treaty would have necessitated negotiations and the futility of negotiating with a potentate possessing the mentality of the Imam can be appreciated in the light of past experience. Furthermore the Air Staff wish to draw attention to the effect which the negotiation of and possible agreement on a treaty with the Imam might have on questions affecting the Protectorate tribes and the problem of air control. It is the degree of protection afforded to Protectorate tribes against Imamic aggression which decides their attitude towards British administration. If the active protection to which the tribes have now become accustomed is replaced by the less direct method of negotiation with its inevitable delays the allegiance of the tribes will cease to be so ready and adverse reaction on internal security will be the likely result.

The Air Staff have put forward these views in order to show that from the purely military aspect there is more to be lost than to be gained by the conclusion of a treaty.

If, however, political or commercial interests are considered to override the military aspect the Air Staff feel that His Majesty's Government should press for terms no less favourable than those contained in the proposals submitted to the Imam by Sir Stewart Symes in November, 1929

In connexion with the specific proposals now put forward by the Imam it is considered that reversion to the original frontier, that is, evacuation of Audhali territory and the restoration of Protectorate chiefs held as hostages must be a pre-condition to the opening of negotiations. Moreover, the Air Staff are of the opinion that a treaty should contain definite acknowledgment by the Imam of the boundary settlement of 1903, 1904, and 1905, and of the special relations existing between the chiefs of the Protectorate tribes and His Majesty's Government.

The Air Staff agree with Lieutenant-Colonel Reilly that the insertion by the Imam in his draft Article III of the words " original rights " in place of " claims " as in His Majesty's Government's draft of 1929 and the omission of the words " or that His Majesty's Government recognise any part of his claims " is not acceptable in view of our obligations under the treaties with the Protectorate chiefs. In addition it is considered that the Imam should be required to omit his reference in Article III to the " islands of the Yemen." The sovereignty of Perim, which we have occupied continuously since 1857, cannot be called in question. Nor should we allow even a hypothetical claim by the Imam to " the islands of the Yemen " in view of the strategic value of these islands. Their status is already sufficiently indeterminate without adding this additional complication.

In addition to the variations noted by the Resident between the Imam's draft proposals and those submitted by Sir Stewart Symes in 1929, the Air Staff have noted an omission by the Imam in his Article II, and would prefer that the following words, which were included in His Majesty's Government's draft, Article II, should be retained " and to endeavour by all the means at its disposal to prevent its territories being used as a base for unlawful activities directed against peace and tranquillity in the territories of the other party."

Air Staff,
November, 1931.

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* No. 374 in Middle East No. 22.

† No. 264.

C. 89280/S/31 [No. 28].

No. 267.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 30th November, 1931.)

(No. 230.)
(Secret.)

SIR, The Residency, Aden, 17th November, 1931.

IN continuation of my Secret despatch No. 208, dated the 21st October, 1931,* regarding the relations between His Majesty's Government and the Imam, I enclose a translation of a letter dated 3rd November, 1931, from the Imam.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 267.

FROM IMAM YEHIA BIN MOHAMMAD HAMID UDDIN, TO LIEUT.-COLONEL B. R. REILLY, RESIDENT, &C., ADEN.

A.C. Dated 22nd Jomad Akhar, 1350 = 3rd November, 1931.

WE beg to state that we have with great pleasure, received your eminent letters Nos. 525 and 526 dated the 17th October, 1931, particularly the intimation about your return to Aden safely and in good health. The reliance we place on your honourable character and the friendship we maintain for you are facts which cannot be doubted.

We have been fully informed by a notable whom we like and on whom we place great reliance, of the humane and excellent qualities, perfection and high learning that you possess. For this reason we feel confident that there shall be no incidents which will lead to arguments between the two Governments, while Your Excellency is in existence in Aden. We are confident that there will not be repeated discussions over trifling matters branching out of the desired treaty which is about to be concluded shortly.

If the case demands it, we beg to represent and submit to Your High Excellency again that the question of the rights of both Governments, cannot be settled except by the conclusion of a treaty between them, and for this reason we are sure that it is necessary cautiously to avoid actions which might lead to disturbance, mischief, argument and misunderstanding.

In view of all this, for friendship's sake we request you, whose true and sincere service to your great Government is known, to do your utmost speedily to secure the conclusion of the treaty of friendship between the two Governments in consideration of the friendship you entertain towards us and our kingdom.

We beg to confirm our best respects to Your Excellency.

C. 89280/S/31 [No. 35].

No. 268.

FOREIGN OFFICE
to
STANDING OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST.

(Copy received in Colonial Office, 10th December, 1931.)

SIR, Foreign Office, S.W.1, 7th December, 1931.

I AM directed by Secretary Sir John Simon to inform you that he has had under consideration Paper No. M.E.(O).41 of 16th November, enclosing a copy of Colonial Office letter of 12th November,† regarding the proposed Treaty with the Imam of the Yemen.

2. In Sir John Simon's view, the new draft Treaty sent to the Resident at Aden by the Imam represents a distinct advance on the part of the Imam towards meeting the

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* No. 264.

† No. 265.

views of His Majesty's Government on the principal points at issue, and may therefore be considered as affording a suitable basis for the renewal of negotiations. It may be argued that His Majesty's Government suffer no serious practical inconvenience from the fact that they have no formal treaty relations with the Imam. On the other hand, there appear to be considerable economic disadvantages in the unnecessary continuance of a situation which, in practice, prevents British nationals from taking advantage of commercial opportunities in what may be regarded as potentially the richest part of Arabia—a consideration which must weigh with His Majesty's Government at the present time, and to which attention has often been called in Parliament. Further, Sir John Simon doubts whether His Majesty's Government would be justified in ignoring any favourable opportunity to terminate a situation in consequence of which, largely owing to the absence of British representation in the Yemen, a clear field is left in this area for activities on the part of agents of the Soviet or other powers.

3. As regards the text of the draft Treaty put forward by the Imam, it appears unnecessary to deal at the present stage with minor questions of a drafting nature. I am, however, to offer the following comments on more important points :—

(*a*) Article II. There seems no objection to the omission of the latter part of this article as submitted to the Imam by Sir Stewart Symes in 1929, since the sense appears to be sufficiently reproduced in the latter part of Article III of the Imam's present draft.

(*b*) Sir John Simon agrees with Lieutenant-Colonel Reilly that the expression "Southern frontier of the Yemen," in the first sentence of Article III, might be admitted. He would, however, prefer that an attempt should be made to secure acceptance of the phrase "Southern frontier of the territories of His Majesty the King of the Yemen."

(*c*) As regards the reference to "the question" of the "Islands of the Yemen," I am to observe that, apart from the question of the possible reference to Perim, His Majesty's Government are logically committed to the recognition of the sovereignty of King Ibn Saud over the Farsan Islands, which they recognized previously as being part of the territories of the Idrisi as they have now tacitly admitted that those territories have become incorporated in the territories of King Ibn Saud. Further, under Article 16 of the Treaty of Lausanne, it is agreed that the future of such islands as Kamaran, Jebel Zukur and the Hanish Group is left for subsequent settlement by the Powers concerned. His Majesty's Government could consequently not admit a claim by the Imam to sovereignty over any of these Islands. On the other hand, the draft as it stands, does not embody any admission by His Majesty's Government of the Imam's implied claim, but on the contrary specifically defers its settlement; and, further, having regard to the vagueness of the phrase "the Islands of the Yemen," it could always be contended that the above-mentioned islands, including Perim, cannot be considered to be covered by it. In these circumstances, Sir John Simon is not clear that the inclusion of this phrase is necessarily objectionable.

(*d*) Sir John Simon concurs in the Resident's view that the substitution in the first sentence of Article III of the words "original rights" for "claims," and the omission of any reference to the non-recognition of the Imam's claims by His Majesty's Government is objectionable. The following re-draft of the concluding part of this sentence would, however, in his view, safeguard adequately the interests of His Majesty's Government, and might be more acceptable to the Imam than the wording of the corresponding passage of the British draft of 1929 :—". . . it being understood that nothing contained in this Article or in other Articles of the present Treaty is to be taken as meaning that either High Contracting Party renounces the rights claimed by him in those regions."

(*e*) Article III. Second sentence. Sir John Simon is in general agreement with the views expressed by Lieutenant-Colonel Reilly in paragraph 2 (*d*) of his despatch of the 21st October* as to the inclusion in the text of the Treaty of a specific reference to the Protectorate Treaties and to the old Anglo-Turkish boundary line, and as to the evacuation by the Imam of the Upper Audhali territory. With regard to the latter point, the evacuation of this territory, and the return of the hostages held by the Imam, might be made

* No. 264.

a condition of reopening negotiations. In the Secretary of State's opinion, a re-draft of this sentence, which made it clear that the Imam agreed to observe the *status quo* as regards the frontier (after evacuation of the Upper Audhali territory) for the period of the Treaty, or until the successful issue of the proposed negotiations for the settlement of the frontier, could be accepted by His Majesty's Government as satisfactory. He is advised that such a clause would not preclude His Majesty's Government from taking air action against the Imam's territory in case of a violation by the Imam of the *status quo* on the frontier, since the Treaty must be regarded as a whole. Such action on the Imam's part. in violation of his agreement to observe the *status quo* on the frontier, would thus release His Majesty's Government from any corresponding obligations under Article II, or any other part of the Treaty.

(*f*) Article III. Last sentence. Subject to some clarification, this sentence appears adequately to provide for non-aggression and non-interference by the Imam and his subjects on Protectorate territory.

(*g*) Article IV. Sir John Simon sees no objection to the substance of this draft Article. I am, however, to suggest that, unless it be considered impracticable, an attempt should be made to secure the consent of the Imam in the Treaty to the reception of a resident representative of His Majesty's Government.

(*h*) Article V. This Article would have to be re-drafted on the lines of corresponding Articles in other Treaties concluded by His Majesty's Government, in order to cover such points as the inclusion of British protected persons, the definition of the territories of the King to which the Article should apply; and the definition of the term "vessels."

(*i*) Article VI. The second sentence of this Article appears to be of definite advantage to His Majesty's Government.

(*j*) Article VII. If the Treaty is to include a guarantee on the part of the Imam to maintain the *status quo* on the frontier, the proposal that it should be concluded for a long term such as forty years is evidently in the interests of His Majesty's Government.

(*k*) As regards the question of the language in which the Treaty should be drawn up, Sir John Simon sees no objection to an Arabic text, provided that there is also an English text of equal validity.

4. If it is eventually decided that the Imam's draft provides a possible basis for negotiation, it would, in Sir John Simon's opinion, be well that the Resident at Aden should be instructed to examine whether any additional points of interest to His Majesty's Government should be dealt with in the Treaty.

I am, &c.,
G. W. RENDEL.

C. 89280/S/31 [No. 35 A].

No. 269.

MEMORANDUM BY MR. F. J. HOWARD (COLONIAL OFFICE).

History of Aden.—I. The history of Aden is bound up from very early time with that of the Yemen. In Middle East Print No. 31, which I attach, the dynastic claims of the Imam of the Yemen to the Aden Protectorate are set out.

It is perhaps not necessary at this stage to go back further than A.D. 1630 when the Turks evacuated the Yemen, the present Imamic line of Sanaa was founded, and the Imams of Sanaa ruled over the Yemen including the territory now covered by the British Protectorate.

In 1728 the Sultan of Lahej threw off all allegiance to the Yemen, seized Aden and became independent in alliance with the neghbouring tribes.

In 1839 Aden was captured by the British. Some 700 men of the East India Company's troops (Bombay Army) landed there and it was annexed to the territories then in the possession of the East India Company. It was vested in the Crown as part of India by the Government of India Act of 1858. The British on capturing Aden made a treaty with the Abdali Sultan of Lahej, which stipulated that His

Majesty's Government should pay the stipends previously paid by the Sultan to the Fadhli, Yafai, Haushabi and Amiri tribal chiefs (underlined in blue on map attached to 1928 operations report) in order to secure their goodwill. This was the beginning of the system of treaties which has provided the fabric of our Protectorate.

Protectorate treaties.—Subsequently some 30 separate treaties were made with local chiefs whereby, in return for " gracious favour and protection " and a fixed stipend, the chief engaged neither to have relations with nor to alienate territory to a foreign power. Five of these treaties impose the further obligation on a chief to protect trade routes in his territory.

These treaties are set out in pages 43 to 188 of Volume 13 of Treaties, Engagements and Sanads, India, 1909, annexed.

The purposes for which the Protectorate was instituted were :—

(1) To interpose a barrier or neutral zone of friendly tribes between the Yemen and the Aden Settlement.

(2) A *point d'appui* for commercial and other relations with South-West Arabia.

(3) An insurance against occupation by a foreign power of ports or coastal tracts near the main line of our marine communications.

The Settlement itself is a small area of some 75 square miles about 100 miles east of the Straits of Bab el Mandeb.

The borderline of our protectorate was delineated with the Turks (who had reoccupied the Yemen in 1871) in 1904 and was kept inviolate until the War, when the Turks over-ran the greater part of it.

Boundary line under Anglo-Turkish Agreement.—In 1914, however, various agreements were entered into as to the boundary line, and were combined in an Agreement between His Majesty's Government and the Turkish Government, ratified in March, 1914, in which the boundary line of the protectorate was demarcated.

I attach Volume 14082 from the Library which contains maps showing the boundary, but these are very difficult to follow. The boundary begins at Ras Turba on the mainland north-east of Perim, where the Red Sea joins the Gulf of Aden and extends in a north-easterly direction for over 200 miles to a town on the river Bara, near Kataba, and extends over the territory of Zuraiki and Kubati. From Kataba a line drawn north-east to the desert defines the dividing line. In an easterly direction the area extends from this line and along the coast to the borders of Oman.

Although authority is exercised as paramount power in the Protectorate, the policy is one of non-interference in the internal and domestic affairs of the tribes. Intervention of any other foreign power is not tolerated.

Apart from the Sultanates of Lahej and Mokalla, which present the semblance of an orderly native state, the tribesmen are, for the most part, wild and intensely conservative, and the authority exercised by the chief is local and often precarious.

From 1871 to 1918 the Yemen was under the Turks, but in the latter year they vacated the Yemen and the Imam became the ruler. In 1919 he began his aggressions into the Protectorate and took Dala.

Zeidi aggressions.—From 1919 to 1928 the Imam continued his aggressions, but in the latter year the Zeidis were expelled from the Abdali (immediately north of Aden) and Shaiba (north-east of Dala) areas of the Protectorate.

Sir G. Clayton's mission, 1926.—In 1926 Sir Gilbert Clayton was sent on a mission to the Imam with a view to endeavouring to secure his withdrawal from the districts in the Protectorate which he had occupied and obtaining a draft treaty, but Sir Gilbert returned empty handed.

In the same year the Cabinet approved of a warning being given to the Imam that his occupation of a portion of the Aden Protectorate rendered him liable at any time to such measures of retaliation by land, sea or air, at such time and in such manner as His Majesty's Government might think suitable, and that any action on his part against any islands in the Red Sea was calculated to precipitate action on our part. At the same time an increase in the Royal Air Force at Aden was effected.

Air actions, 1927 and 1928.—In September, 1927, information was received from the Resident to the effect that the Zeidis had seriously encroached into the Subaihi area between Perim and Aden as far as Turan, and notices were dropped by the Royal Air Force Squadron to the effect that if the Zeidi forces were not withdrawn bombing operations would be undertaken against them. The Zeidis withdrew within the time limit allowed, but not before destroying large stores of grain as well as houses of local sheikhs. The Imam was called upon to make payment of the amount of the damage.

Air action was again taken against the Imam between the 21st February and the 25th March, 1928, on account of the kidnapping of two Protectorate sheikhs by a Zeidi force. The two sheikhs in question were the Kutebi Sheikh and the Alawi Sheikh. These districts are in the lower part of the blue-green portion of the operations map. As a result the Imam agreed to release these Sheikhs and hostilities were temporarily suspended.

Subsequently the Imam was informed that unless, as an act of good faith, Dala town was evacuated by the 25th of June, 1928, the truce would expire. The Imam returned an evasive reply, Dala town remained in Zeidi occupation and hostilities recommenced. The Imam had been in occupation of this portion of the Aden Protectorate since his refusal in 1919 to recognise the boundary to the Protectorate delimited by an Anglo-Turkish Commission in 1903-5. Various towns in the Yemen were bombed, as also were the frontier garrisons. The Protectorate tribes also assisted and in two months the whole of the Dala area was evacuated by the Zeidis.

Treaty proposals.—During the truce period, which extended up to June, 1928, and as a result of information received to the effect that the Imam was willing to come to terms, His Majesty's Government authorised the Resident to inform the Imam that they were prepared to conclude a brief treaty which should contain three clauses :—

(*a*) His Majesty's Government would recognise the independence of the Imam.

(*b*) The Imam recognises the whole of the frontier of that part of south-west Arabia known as the British Protectorate, with the exception of that portion of Dabianiya, Rube'atein and Na'wa bounded by Wadi Bana and Silat Sih which will remain in possession of the Imam. The above recognition by the Imam of the said frontier includes the frontier of the Audali country.

(*c*) His Majesty's Government promise the Imam such assistance as they are able to render within the limits of their International obligations.

On the evacuation of the Dala district Sir Stewart Symes, who was then Resident, proposed that the Imam should be asked to send an Accredited Representative to Aden to discuss the terms of the settlement, but in the meantime he received from the Imam a draft of a treaty, through Commander Craufurd. Commander Craufurd was informed that the draft was not acceptable and he was requested to suspend his political discussions with the Imam.

His Majesty's Government considered that the balance of advantage lay in refraining from any direct approach to the Imam, and in leaving to him the initiative in the resumption of negotiations, and the Resident's suggestion that he should visit Sana'a was accordingly not approved. These instructions to the Resident resulted from a conference held in June, 1929, when the views of the different Departments were as follows :—

Departmental views, 1929.—The Air Ministry considered that, from the point of view of defence, they were satisfied with the *status quo*, the Zeidi troops having evacuated the Dala district, and they saw no compelling reason why we should go out of our way to bring the Imam into negotiation.

The India Office agreed that we might " for the present be content with the maintenance of the *status quo*." They considered that, should trouble on the boundary occur, the Air Force could deal with it effectively, but that in a general settlement concessions would probably have to be made by us and difficulty might in particular arise if the Imam pressed his claims to Kamaran

The Foreign Office thought that the chief disadvantage of an indefinite continuance of the present situation appeared to lie in the opportunity which it afforded for criticisms in Parliament. The danger of a further rebuff, however, from the Imam would, in their opinion, be a much more serious matter.

Sir John Shuckburgh, in minuting to the Secretary of State, said that another aspect of the question should be referred to, namely, that both the Italian and Soviet Governments had made considerable efforts to win the Imam's favour and to make their influence paramount in his country, but that their efforts had not met with any great success. It was believed that the Imam would prefer British friendship and British help in commercial matters, but he would give our people no commercial facilities pending a political settlement with us, and that a political settlement was held up by his claims to our Protectorate which so far he had refused to forego. The delay had irritated certain British concession hunters who accused us of leaving the field open to their foreign rivals Actually, the foreign rivals had made little progress, and, in the view of the Department, the policy of patience ought to be persevered with and would, in the long run, be justified by its results.

Various communications passed between the Imam and the Resident at Aden, and the latter was authorised to inform the Imam that His Majesty's Government were entirely favourable to the sovereign independence of His Highness and desired to ensure the peace and prosperity of his State. His Majesty's Government were willing to pursue their policy of sincere friendship and conciliation with His Highness provided they received adequate assurance against encroachment on places in their occupation or on the districts of independent chiefs under their protection.

In 1928 the Cabinet approved the Resident's proposal for immediate negotiations of a preliminary treaty, and in November, 1929, the Resident sent to the Imam the draft of a Treaty which he had been authorised to negotiate. That draft has never been accepted by the Imam, but the proposals now submitted by the Resident arise directly from it—in fact the Imam claims that his proposals " completely agree " with the terms of that draft.

Imam's occupation of Protectorate territory.—II. As regards the Protectorate territory still remaining in occupation by the Imam, this is shown etched in red in the operations map attached. As regards the date when this Audali territory was first occupied by the Imam, no clear record can be traced, but the Imam's aggressions began in 1919 and a reference is made in a Cabinet memorandum to the fact that no effort was made to expel him from territory he had occupied for the last five years before 1928 It is thought, therefore, that Audali territory was invaded in 1923.

There is a natural dividing line in the shape of a precipitous ridge between the Upper and Lower Audali territory, and the Imam still holds the upper portion.

Hostages.—III. As regards hostages, we have not much information, but it would appear that some 40 hostages were forcibly detained by the Imam in May, 1929, and that one has since died and two have escaped.

In response to representations made by the Resident, the Imam in March last claimed that certain of these persons, having been previously in his military service, were imprisoned in accordance with military Regulations. He promised to inquire into the circumstances of the remainder and if possible to effect their release. On the 5th March it was reported that eight hostages had been released and had returned to the Protectorate.

Yafa's claim to Dabiani, &c.—IV. With regard to the claim of the Upper Yafa Chiefs to Rube'atein, Na'wa and Dabiani, Dabiani is on the Protectorate boundary north-east of Dala, and it would appear that Na'wa itself is on the Yemen side, and Rube'atein on the Protectorate side thereof. The area in question comprises the brown portion shown on the operations map.

In a despatch dated 25th April, 1928,* the Resident said that these areas were appanages, and not actually parts, of Yafa', and our relinquishing them to the Imam is not open to the same objections as the rendition of territory actually belonging to a tribe with whom we have treaty relations.

On the other hand the Commissioner of the Aden Boundary Commission said in 1905 as follows:—

" The procès-verbal records the definition of the N.E. boundary line from Lakamat Ash Shub to the desert agreed upon with the Turkish Commissioner, as also the places and tribes definitely recognised as on the British side of such a line. By the Sultan's Irade of February, 1903, the Turkish Commissioners were instructed ' to delimit in a N.E. direction from Lakamat Ash Shub towards the desert,' but as shown in paragraph 4 of the Commission's No. 331 of 1st October, 1903, they then considered that they had carried out their instructions to demarcate in a N.E. direction when they had deliminated to Point 1 on the W. Bana. *The specific admission that Rube'atein, Na'wa and Dabiani belong to Yafa'* now definitely carries the line some twenty miles further in the N.E. direction.

" As may be noticed from the wording of the procès-verbal, I have not expressly surrendered Yafa's rights to Juban, but have merely omitted all mention of their claim to the place, although the Ottoman Commissioner's admission that Rube'atein, Na'wa and Dabiani belong to Yafa' is conditional on Juban remaining part of the Kaza of Rada

" I may point out that the basis of demarcation accepted by both Governments was the status of 1901 and that at that time all four places were considered as Turkish, while the Aden Residency records of 1894 mentioned Rube'atein, Na'wa and Juban as being within Turkish limits. Thus in obtaining the recognition by the Turks that Rube'atein, Na'wa and Dabiani are Yafa', we are obtaining more than the status of

* C. 59312/28 [No. 26]: not printed.

1901 warranted. According to the document enclosed in the Commission's No. 340 of 26th October, 1903, Rube'atein is so indisputably Yafa' that it could not have been left to the Turks without a loss of prestige *vis-à-vis* our tribesmen, but the Yafa' connexion with the other places in question is much weaker.

" The words in the procès-verbal ' as also all other Yafa ' districts lying to the south and east of the aforesaid N.E. line ' are intended to cover Reyu, an appanage of the Yafa' Sultan Haidara Muhammad of Mahjaba, and also Ahl Said al Mashrik, a small nomad tribal section related to Dabiani, should the Turks, at the moment of demarcation, desire to dispute their Yafa' connexion."

C. 89280/S/31 [Nos. 38-43].

No. 270.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] TREASURY.
[3] ADMIRALTY.
[4] WAR OFFICE.
[5] AIR MINISTRY.
[6] INDIA OFFICE.

SIR, Downing Street, S.W.1, 23rd December, 1931.

I AM directed by Secretary Sir Philip Cunliffe-Lister to request you to inform [*To* [1]: Secretary Sir John Simon] [*To* [2]: the Lords Commissioners of the Treasury] [*To* [3]: the Lords Commissioners of the Admiralty] [*To* [4]: the Army Council] [*To* [5]: the Air Council] [*To* [6]: Secretary Sir Samuel Hoare] that he has had under consideration the minutes of the Standing Official Sub-Committee for Questions concerning the Middle East, on the subject of the proposed treaty with the Imam of the Yemen.

2. The draft of a secret telegram, which it is proposed to send to the Resident at Aden, is enclosed, and I am to request that you will inform me whether [*To* [1]: Sir John Simon] [*To* [2] *and* [3]: Their Lordships] [*To* [4] *and* [5]: the Council] [*To* [6]: Sir Samuel Hoare] [*To* [1] *and* [6]: concurs] [*To* [2] *to* [5] concur] in the terms of the draft.

3. The despatch forwarding a revised draft of the treaty as a basis for instructions to the representative of His Majesty's Government who will conduct proposed negotiations, if the preliminary conditions are accepted and acted upon by the Imam, will be circulated later, when the necessary detailed revision of the text has been made in consultation with the Foreign Office

4. A letter in similar terms is being sent to the other Departments represented on the Official Sub-Committee.

I am, &c.,
H. R. COWELL.

Enclosure in No. 270.

(Secret.)

YOUR secret despatch 21st October. His Majesty's Government agree that Imam's draft provides basis for negotiation of a treaty. But there are certain conditions which they wish to make as a preliminary to the reopening of negotiations. It is, in their opinion, a necessary preliminary, as you suggest in your despatch, that the Imam should evacuate all the Audhali territories which he is now occupying and restore all Audhali hostages. But when this condition is communicated to the Imam the language used should not be such as to imply that the line to which the Imam would thus withdraw would subsequently be acceptable to His Majesty's Government as the frontier with the Yemen if it were short of the frontier as delimited with Turkey. It is left to your discretion to determine the precise line to which the Imam must withdraw in order to effect evacuation of Audhali territories, but you should, in any case, stipulate that in the process of evacuation there must be no looting or damage to property or to person. It is also for consideration whether His Majesty's Government should demand, as a preliminary to reopening negotiations, the restoration of loot and reparation for damage recently done in the evacuation of the Al Ain territory, but this is left to your discretion.

You are authorised to inform the Imam that, subject to the fulfilment of these preliminary conditions (including restoration of Al Ain loot and reparation for damage there if you think fit) His Majesty's Government are prepared to reopen negotiations on the basis of the Imam's draft, and to send a representative to Sanaa for the purpose.

The draft submitted by the Imam will need revision in certain respects both as to substance and form. I will send you shortly a despatch with a revised draft to serve as a basis for instructions to the representative of His Majesty's Government, who will conduct the negotiations if the preliminary conditions are accepted and carried out by the Imam.

C. 89280/S/31 [No. 45].

No. 271.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 28th December, 1931.)

[*Answered by No.* 274.]

(Secret.)
(No. 253.)

SIR, The Residency, Aden, 16th December, 1931.

I HAVE the honour to refer to the concluding sentence of paragraph 2 of my Secret despatch No. 208 of the 21st October, 1931,* in which I recommended that His Majesty's Government should be prepared to accept a compromise or forgo their claims in respect of Rube'iatein, Na'wa and Dhabyan, which the Upper Yafa' Chiefs claim as dependencies, but the status of which is in doubt.

2. A recent visit to Aden of the father of the Upper Yafa' Sultan has afforded me an opportunity to examine more closely the nature of the Upper Yafa' claims to these districts, and I enclose a Memorandum drawn up by the Protectorate Secretary in which he discusses this question in detail. It appears that the Anglo-Turkish Boundary Commission of 1905 accepted these districts as part of the "Canton" of Yafa', but it is evident from the British Commissioner's summary of the evidence that the Upper Yafa' claim to Rube'iatein is much clearer than those to Na'wa and Dhabyan. He wrote in a letter of 30th April, 1905, to the Government of India, of which a copy was attached to Major Fowle's despatch to you, No. 75 of the 25th April, 1928,† "according to the document enclosed in the Commission's No. 340 of 26th October, 1903, Rube'iatein is so indisputably Yafa' that it could not have been left to the Turks without a loss of prestige *vis-à-vis* our tribesmen, but the Yafa' connexion with the other places in question is much weaker." The investigation of the question that has now been made by Mr. Champion confirms this view, and I consider that His Majesty's Government would be justified in pressing the claim of the Upper Yafa' Sultan to the possession of Rube'iatein, but in acquiescing in the exclusion of Na'wa and Dhabyan from the Protectorate.

3. I enclose a separate Memorandum prepared by the Protectorate Secretary regarding the small district of Sanah on the Amiri-Yemeni border. This district was included within the boundary of the Protectorate demarcated in 1905, and it is undoubtedly part of the territory of the Amir of Dhala. Its continued occupation by Zeidis after their evacuation of the rest of the Amir's territory in 1928 was permitted in order to avoid further trouble at the time, but has been a cause of friction and of annoyance to the Amir. Its restoration to him should, in my opinion, be ensured in any permanent settlement with the Imam, and I recommend that it be regarded in the same light as the Upper Audhali territory now in the Imam's hands, the evacuation of which should be an essential condition to the conclusion of a treaty with him.

4. The restoration of the Upper Audhali country, Rube'iatein and Sanah will clear up the present outstanding boundary questions, the adjustment of which is essential to future satisfactory relations with the Imam.

I have, &c.,
B. R. REILLY,
Resident, &c.

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* No. 264.

† C. 59312/28 [No. 26]: not printed.

Enclosure 1 in No. 271

MEMORANDUM.

Rube'iatein.

SULTAN Saleh bin 'Umar, the father of the Upper Yafa'i Sultan, who abdicated in favour of his son in 1927, has made an explanatory statement of the claim of the Sultanate to Rube'iatein.

The claim is based on the following points:—

(i) In 1903 during the investigations of the Anglo-Turkish Boundary Commission, Sultan Qahtan bin 'Umar, Sultan Saleh's predecessor and brother, laid before the British Commissioner a number of documents in original that substantiated his claim to possession of Rube'iatein. Subsequently the brothers quarrelled, and later, after Sultan Qahtan's death in 1913, Sultan Saleh was unable to trace these original documents, to which he became entitled by subsequent inheritance; nor have they yet been found.

The British Commissioner in his Secret despatch No. 331 of the 1st October, 1903, to the Government of India, an extract of which I attach hereto, reported on the status of Rube'iatein, and in support of his contention that that district, as an appanage of Upper Yafa' should be included in the area of the "Nine Cantons," submitted the translations of six original Arabic documents that had been laid before him by the Upper Yafa' Chiefs. To his later Secret despatch No. 340 of the 24th October, 1903, of which I attach a copy hereto, he appended the translation of a seventh document, that was in effect a deed of gift of Rube'iatein by a former Imam of Sana' to Sultan Qahtan's ancestor and namesake. These are the documents to which Sultan Saleh bin 'Umar refers.

(ii) Sultan Saleh bin 'Umar states that in about 1917 while his nephew Sultan Omar bin Qahtan was the recognized Sultan of Upper Yafa' and in friendly relations with His Majesty's Government, he himself was in correspondence with the Imam at Sana'a. In the course of this correspondence he received from the Imam a document that he alleges formally granted him possessive rights over Rube'iatein. I have requested him to produce this document.

Na'wa and Dhabyan.

The case for Upper Yafa' in respect of these two districts is much weaker than that of Rube'iatein. They are the traditional allies of the Mausata tribe of Upper Yafa', and Sultan Saleh bin 'Umar has no relations with them, nor interest in their disposal other than by virtue of his position as titular Sultan of all the Upper Yafa' tribes. He informs me that the Mausata Chiefs have no claims to possessive rights in them.

It will be observed that Major Fowle in his despatch No. 75 of the 25th April, 1928, to the Colonial Office recommended that Rube'iatein, Na'wa and Dhabyan might be conceded to the Imam if such a course would be likely to assist the negotiations for a settlement. His reasons for this recommendation were that the three districts were appanages, not integral parts of Upper Yafa', from which they were separated by a well-marked natural boundary. Circumstances have greatly changed since then, and there is no longer the necessity to provide any such *quid pro quo* in our negotiations with the Imam.

The three districts are presumed to lie within the "north-east Line," but in the absence of specific demarcation their geographical position must remain uncertain: their political attachment to the "Nine Cantons" was, however, accepted by the Turks. The Imam does not recognize the Anglo-Turkish Boundary, and he has been in occupation of these districts since 1919. The Imam's latest proposal, that the *status quo* shall be recognized, will, if it is accepted, have the effect that he will remain in occupation, not only of Na'wa and Dhabyan, to which in fact we can lay no very reasonable claim, but of Rube'iatein, which I now believe to be the rightful possession of the Sultan of Upper Yafa'. The restitution of Rube'iatein to the Sultan of Upper Yafa' may present practical difficulties of delimitation that may be able to be met only by demarcations of its boundaries. And while the Wadi Bana and the Seilat Sih would provide an obviously suitable boundary if the three districts were to be relinquished

en bloc, there is no reason to suppose that the separation of Na'wa and Dhabyan from Rube'iatein could not be effected and marked by a line of natural features.

R. S. CHAMPION,
Protectorate Secretary.

15th December, 1931.

EXTRACT FROM LETTER No. 331-SECRET, DATED THE 1ST OCTOBER, 1903, FROM THE COMMISSIONER, ADEN BOUNDARY COMMISSION, TO THE SECRETARY TO THE GOVERNMENT OF INDIA, FOREIGN DEPARTMENT, SIMLA.

RUBE'IATEIN. The boundaries of the district of RUBE'IATEIN are shown on the map marked in red and are coterminous with the Turkish districts of MARES, HUBESHIA and HAJJAJIA. It contains some 12 to 15 small villages and hamlets and its population numbers some 1,100 of whom some 350 are fighting men, liable to be summoned by the YAFA' Sultan. For over two hundred years it has been an appanage in the Harhara family of the YAFA' Sultans of MAHJARA, of whom Sultan Kahtan now exercises authority in, and draws revenue from the place.

7. RUBE'IATEIN is, so to speak, administered by three Shaikhs or Akils (headmen), descended from the original Shaikhs of the country but confirmed in their appointments and holding their authority from the YAFA' Sultans (*vide* document No. I confirming Saleh Ahmed Ali in the succession to the Shaikhship). The Shaikhs pay to Sultan Kahtan an annual personal tax varying from dollars 20 to 40 according to the state of the crops, while the villagers or peasants pay an annual poll tax of from 8 annas upwards, also varying according to the state of the crops. Part of the tithes and other taxes go to the three Shaikhs, the remainder to Sultan Kahtan, whose permanent agent in RUBE'IATEIN, Abdulla bin Ahmed Marshad is responsible for their assessment and collection. He is assisted by the Yafa' Sultan's soldiers sent to RUBE'IATEIN at harvest time (*vide* Documents 2 and 3).

8. These facts are so well known locally that documentary proofs are hardly required. Even the Turks admit that Sultan Kahtan collects revenue from RUBE'IATEIN but style such collection "YAFA' RAIDS" Kahtan and his predecessors have continuously drawn this revenue, except on the six occasions during the last thirty years when the Turks have visited RUBE'IATEIN in force, and it is not illogical that the YAFA' should characterise these visits as "Turkish raids." On such occasions the Shaikhs and people have never paid willingly to the Turks, but have abandoned their villages and absented themselves during the stay of the "invaders."

9. From the AMIRI and other reports of this Commission, it will doubtless have been observed that the YEMEN Arabs, quite 70 to 80 per cent. of whom can read and write, are both great letter writers and are in the habit of preserving for many generations or even centuries, any documents relating to their ancestry or former status, and it would be easy to furnish a large amount of documentary evidence regarding any district in question, *e.g.*, RUBE'IATEIN. I have, however, thought it sufficient to attach only a few specimens (documents to 6 included*). Document I, dated 1900 A.D., is a letter of the present YAFA' Sultan Kahtan confirming the succession of one of the RUBE'IATEIN Shaikhs.

Document 2, dated 1787 A.D., is a confirmation of the old relations between the RUBE'IATEIN and the new YAFA' Sultan on his accession, executed in presence of the MAUSATA Nakib, who from time immemorial has been styled the "father" of YAFA'.

Document 3, dated 1760 A.D., is a decree of the YAFA' Sultan relating to administrative matters in RUBE'IATEIN, and fixing the share of certain taxes to which one of the three Shaikhs was entitled.

Document 4, dated 1720 A.D., shows that the Sultan of YAFA' used to meet his obligations by giving assignments (hawala) on his RUBE'IATEIN revenues.

Document 5, dated 1615 A.D., *i.e.*, during the first occupation of YEMEN by the TURKS, is a decree of the then Ottoman representative, Husan binn Yunis, allowing the people of RUBE'IATEIN to frequent the markets in the Ottoman territory, and consequently points to the fact that RUBE'IATEIN was beyond Ottoman limits during their occupation of YEMEN from 1620 to 1630 A.D.

Document 6, dated 1631 A.D., or a year after the rule of the Imams had succeeded to that of the Turks, is a similar permit from the Imam to the people of RUBE'IATEIN to frequent the markets in Imamic territory, and shows that RUBE'IATEIN was not included within the boundaries of the IMAMS, whom the Turks replaced in 1872-3.

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* Enclosure to No. 272.

10. It should, perhaps, be remarked that the recent visit of our Surveyor, with an escort of 200 men and 2 guns was interpreted by the people of RUBE'IATEIN as the incorporation of their country within the British sphere, and it may go hard with them if they are left on the Turkish side of the frontier.

FROM COLONEL R. A. WAHAB, COMMISSIONER, ADEN BOUNDARY COMMISSION, TO THE SECRETARY TO THE GOVERNMENT OF INDIA. FOREIGN DEPARTMENT.

No. 340. Secret. Aden Boundary Commission Camp,
SIR, Sanah (near Kataba), 26th October, 1903.

WITH reference to our No. 331 of 1st October, 1903, on the subject of the Boundary north-east from LAKMAT ASH SHUB to the desert, I have the honour to enclose a further document, which is supplementary to those attached to that report, and which I have consequently marked No. X in continuation of the numbers of the documents already forwarded.

Document No. X shows that even some two hundred years ago, RUBE'IATEIN was assigned by the then Imam as a fief of Sultan KAHTAN BIN UMR, an ancestor and namesake of the present Sultan of YAFA' ES SOUFAL.

The original, which I have inspected, is genuine.

I have, &c.,
R. A. WAHAB, Colonel,
Commissioner, Aden Boundary Commission.

Seal.
Al Mulk lillah.
Al Mahdi li-din-illah
Rabal'alameen.

The Kingdom is God's.

AL MAHDI LI-DIN-ILLAH.

In the name of the most Compassionate God.

Praise be to God alone!

THIS honourable, Imami and Mahdawi letter in the hands of our friend and devoted servant Sultan Kahtan bin Umr, witnesseth that we have granted and assigned to him the district of RUBE'IATEIN. It therefore has become a firm grant and an irrecoverable assignment to him and his descendants, to continue from this day until the day of resurrection, to receive dues and "zakat" and what is due to him from the subjects. He shall be careful to give just orders and prevent wrongful deeds and obey God and us. Our letter is a witness in his hands. "Whoever deviates from it after having heard it, shall have committed sin, and God is the greatest hearer and knoweth more than all." (Quotation from Koran.)

Dated the year 1125 A.H. (*i.e.*, 1701 A.D.)

Enclosure 2 in No. 271.

MEMORANDUM.

"*The Sanah Situation.*"

ON the retirement of the Zeidis from the Dhala' plateau in July, 1928, a small area, that we call the "Sanah area," remained in their hands, forming a salient into the territory of the Amir of Dhala'. I understand that your predecessor, in ordering the cessation of hostilities before the expulsion of the Imam's forces from that part of the Portectorate had been completed, was actuated by motives of policy; for in view of the strategic position of Sanah village, commanding the approaches to Qa'taba, he feared lest its re-occupation by the Amir's forces would lead to a recurrence of fighting in the vicinity that might obstruct the course of the Treaty negotiations with the Imam which he hoped would clear the situation on the frontier.

2. In August, 1928, your predecessor, who had paid a visit to Dhala', caused the Officer Commanding the Imam's forces at Qa'taba to be informed that the Customs Post at Sanah, being in the Aden Protectorate, was not to be used as such either by Zeidi officials or by the Amir of Dhala'.

3. Later in that year, and subsequently, the Amir of Dhala' reported Zeidi activities in that area, and in 1930 made a specific complaint that Zeidi troops and tax collectors had entered it and had prevented him from cultivating certain of his lands there. In October, 1930, a representation was made to the Amil of Qa'taba pointing out that Sanah was within the Aden Protectorate: his reply was merely a denial of the truth of the complaint. The Amir of Dhala' has now again made a categorical statement that the Zeidis are in effective occupation not only of Sanah, but of other lands in that vicinity.

4. I have elicited the following information from the Amir:—

(*a*) The villages concerned which lie within the territories of the Amir, are 8 in number. Four of these (Sanah, Habil Salami, Joz al Jimal, and Habil Reibi) are, with all their cultivable lands, completely under Zeidi control; their cultivators perforce pay tithes and taxes to the Imam, and their Aqils have been compelled to sever contact with the Amir.

(*b*) The remaining four villages (Lakmat ash Shu'b, al 'Ukla, Qubba, and 'Utriya) are partly under Zeidi control, in the sense that their inhabitants are allowed by the Amil of Qa'taba to cultivate their lands only on condition of payment of tithes and taxes to the Imam. In consequence of the continued loyalty of many of the cultivators to the Amir, approximately half of the total cultivable lands of these villages has lain fallow since 1928

(*c*) Of all the cultivable or cultivated lands in question, a considerable part is the personal estate of the Amir of Dhala', who estimates that the proportion of the whole, alienated from his control by Zeidi occupation or pressure, exceeds 3 : 5, and that his consequent annual loss of revenue from tithes and the profits of cultivation approximates to Rs. 5,000.

(*d*) The total area of Amiri territory under effective Zeidi control may be 8 square miles. The village of Sanah, situated about 2 miles south of Qa'taba contains a permanent detachment of 20 to 30 Zeidi regular soldiers, and a Customs Post operated by a resident Zeidi Customs Officer.

5. The continued occupation of the Sanah salient by the Imam, while it has been a source of annoyance and of financial loss to the Amir, has not constituted a threat to the general security of the frontier. Subject to the two representations that have been addressed to the Amil of Qa'taba, the situation has therefore been allowed to rest, in the hope that the Sanah area might later be recovered by negotiations with the Imam. But that area is Amiri territory and part of the Aden Protectorate, and ought not to be allowed to be permanently alienated by reason of acceptance of the Imam's recent proposals as to recognition of the *status quo* on the frontier.

R. S. CHAMPION,
Protectorate Secretary

15th December, 1931.

C. 89280/S/31 [No. 45D].

No. 272.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 4th January, 1932.)

[*Answered by No.* 274.]

(Secret.)
No. 257.)

SIR, The Residency, Aden, 23rd December, 1931

IN continuation of my Secret despatch No. 253, dated the 16th December, 1931,* regarding the claim of Upper Yafa Sultan to the districts of Rub'eiatein, Na'wa and Dhabyan, I have the honour to enclose copies of the documents Nos. 1 to 6 referred

* No. 271.

to in the extract from letter No. 331, Secret, dated 1st October, 1903, from the Commissioner, Aden Boundary Commission.

2. I regret that through an oversight copies of the documents were not attached to my despatch referred to above.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 272.

TRANSLATION.

No. 1.

" Akam-ahullah wa nasarah."

KAHTAN BIN 'UMR HARHARAH.

(Signed) KAHTAN BIN 'UMR HARHARA.

This honourable letter is a witness in the hands of Sheikh AHMAD ALI that he is Sheikh in the place of his father and grandfather in the country. Peace and fidelity is due by him to us and the subjects. He should exercise just orders and prevent illicit deeds. This letter of ours is a witness in his hands. Dater Rabi'-ul-Awal 1318 A.H. (*i.e.*, 1900 A.D).

TRANSLATION.

No. II.

(Signed) GHALIB BIN SA' D AL-HADTHRAMI.)

Seal.

" Nasren min Allah wa fathen kareeb "

KASIM BIN ALI AN-NAKIB.

(Signed) KASIM BIN ALI AN-NAKEEB. (Signed) AHMAD HASAN AL-MUFLAHAI.

In the name of the Most Compassionate God.
Praise be to God alone.

On Monday in the month of Rabi'-ul-Awal 1201 A.H (*i.e* , 1787 A.D.). there appeared before me Sultan Bubak bin 'Umr Kahtan Harhara and the Sheikhs of RUBE'ATEN, viz., Ali Kasim Abu Ali, his brother Sa'id Kasim Abu Ali, Sheikh Hasan Muhammad Shibren and the Akils (elders) of RUBE'ATEN in presence of the Akils (elders) of YAFA, viz., Sheikh Kasim bin Ali An-Nakib, Sheikh Ahmad Hasan al-Muflahai, Sheikh Ghalib bin Sa'd al-Hadrami and other Akils of YAFA. The above-mentioned persons mutually agreed that all zakat (taxes) on Jowari, barley, " nasab " (taxes on animals), &c., from RUBE'ATEN, after deduction of the share of those enjoying exemption, shall be divided in half between the Sheikhs and the Sultan—half for Sultan Bubak, to be paid through the Sheikhs, and half for the Sheikhs themselves. The Akils are responsible for whatever portion of the Sultan's half is not forthcoming and nothing shall be collected from RUBE'ATEN except with the cognizance of the Sultan and the Sheikhs as laid down by usages. This document was executed by the free will and consent of both parties in presence of the witnesses (signatures above). Whatever dispute arises between the Sheikhs and the subjects shall be referred to the Diwan. Dated Monday in the month of Rabi'-ul-Awal 1201 A.H. (*i.e.*, 1787 A.D.).

TRANSLATION.

No. III.

Seal of 'UMR KAHTAN HARHARA.

(Signed) 'UMR KAHTAN HARHARA.

Praise be to God.

This honourable document is a witness in the hands of Sheikh Kasim Bubak Abu Ali that he shall receive from the family of Husen Saleh, out of the land tax one-fifth of the total proceeds; That it shall be paid into his hands All in the WADI AL-AKR

(part of RUBE'ATEN) shall be liable to pay the "kharasa'" (tax). The family of Husen Saleh are entitled to their customary dues. With the exception of the Akil Shamil who is exempted, all the others have to pay the tithes according to valuation into the hands of Sheikh Kasim : as also all other taxes.

This should be known to all who read our letter and God is sufficient and most worthy wakil, and Lord and Defender. Dated Jumad-al-Awal 1173 A.H (*i.e.*, 1760 A.D.).

TRANSLATION.

No. IV.

Seal of 'UMR KAHTAN HARHARA.

(Signed) 'UMR KAHTAN HARHARA

Praise be to God.

This letter is a witness in the hands of Sheikh Bubak, Muhammad Bubak, and the people of RUBE'ATEN to the effect that any "hawala" (draft) brought to them and purporting to come from us shall not be accepted or acted on. This letter of ours is a witness in their hands. Let all who read it take note.

Dated Rajab 1132 A.H. (*i.e.*, 1720 A.D.)

Marginal Note.—Take heed and beware of displeasing the Ahl 'Umr (*i.e.*, a religious caste in RUBE'ATEN.

No. V. TRANSLATION.

Seal.

BANDA HUSEN BIN UNIS.

Praise be to God alone.

This honourable and sacred letter is a witness in the hands of all the inhabitants of RUBE'ATEN that they shall be at liberty to frequent the Imperial (Turkish) markets wherever they like, viz., DAMT, KATABA, JUBAN and HIAZ. They shall come to them under the peace of the Almighty God, the peace of Muhammad, upon him be blessing, the peace of our master the Great Sultan, the peace of our master the Grand Vizier and our peace They shall have no cause to fear nor indignity to dread, nor trouble nor molestation, nor harm nor interference, but shall go to the Imperial markets (*i.e.*, in Ottoman Yemen) and frequent all roads wheresoever they like. No one shall hinder them.

This should be known to all who read it and should be acted upon and not opposed. This letter is a witness in their favour and Allah is the best witness. Dated 12th Rabi'-ul-Awal 1024 A.H. (*i.e.*, 1615 A.D.).

No VI. TRANSLATION.

Imam's Seal.
Name illegible.

In the name of the most Compassionate God.

This blessed letter is a witness in the hands of the undermentioned (Sheikhs) of RUBE'ATEN :—Ali bin Jafar, Muhammad bin Ali, Jaffar bin Muhammad, Abdalla bin Muhammad, Husen bin Muhammad, Maudtha bin Muhammad, 'Umr bin Muhammad, Muhammad bin 'Umr, that they are under the peace of the Almighty God, and His Apostle (upon him be peace and blessing), under the peace of my master Sharaf-addin al-Husen, Commander of the Faithful, may God protect him. Amen and under our peace Their status shall not be altered and their mind shall not be disturbed They shall come to the Imami country, wheresoever they like, and no one shall interfere with them provided they obey the Almighty God and the Master and Commander of the Faithful (may God protect him!) and my sire and master Sharaf-ad-Din (may God protect him!). They shall behave submissively like the subjects (of the Imam). This letter of ours is a witness in their hands and God is the best witness. Dated 22nd Rabi'-ul-Akher 1040 A.H. (*i.e.*, 1631 A.D.).

Marginal Note.—The peasants shall pay all the dues but shall not be molested in their houses.

C. 89280/S/31 [Nos. 46-51].

No. 273.

COLONIAL OFFICE

to

[1] FOREIGN OFFICE.
[2] TREASURY.
[3] ADMIRALTY
[4] WAR OFFICE.
[5] AIR MINISTRY.
[6] INDIA OFFICE.

(Secret.)

SIR, Downing Street, S.W.1, 4th January, 1932.

I AM directed by Secretary Sir Philip Cunliffe-Lister to refer to the letter from this Department of the 23rd of December* on the subject of a proposed treaty with the Imam of the Yemen, and to transmit to you, for the consideration of [*To* [1] Secretary Sir John Simon] [*To* [2] the Lords Commissioners of the Treasury] [*To* [3] the Lords Commissioners of the Admiralty] [*To* [4] the Army Council] [*To* [5] the Air Council] [*To* [6] Secretary Sir Samuel Hoare] a copy of a further despatch† with enclosures, which has since been received from the Resident.

2. Sir Philip Cunliffe-Lister is disposed to agree with the Resident's recommendation contained in paragraph 3 of his despatch that the district of Sanah should be regarded in the same light as the Upper Audhali territory, in that the withdrawal of the Imam's troops from this district, without the looting and damage to person and property which has characterized such movements in the past must constitute a necessary preliminary to the negotiation of a treaty with him, and to inquire whether [*To* [1] Sir John Simon] [*To* [2] *and* [3] Their Lordships] [*To* [4] *and* [5] the Council] [*To* [6] Sir Samuel Hoare] [*To* [1] *and* [6] : concurs [*To* [2] *to* [5] concur] with this view.

3. I am further to inquire whether [*To* [1] the Secretary of State for Foreign Affairs] [*To* [2] *and* [3] Their Lordships] [*To* [4] *and* [5] the Council] [*To* [6] the Secretary of State for India in Council] [*To* [1] *and* [6] : concurs] [*To* [2] *to* [5] : concur with the Resident's view contained in paragraph 2 of his despatch that His Majesty's Government would be justified subsequently in pressing the claim of the Upper Yafa' Sultan to the possession of Rube'iatein, not as a condition precedent to the opening of negotiations, but in the course of negotiations, if and when entered into.

4. I am to ask for the favour of an early reply on receipt of which the draft telegram enclosed in the letter of the 23rd December referred to in the first paragraph hereof will be revised accordingly.

5. A letter in similar terms is being sent to the other Departments represented on the Official Sub-Committee.

I am, &c.,
H. R. COWELL.

C. 97857/32 [No. 11].

No. 274.

THE SECRETARY OF STATE to THE RESIDENT

(Sent 4.15 p.m., 19th January, 1932.)

TELEGRAM.

[*Answered by No.* 275.]

(Paraphrase.)

No. 2. SECRET. His Majesty's Government agree that Imam's draft enclosed in your Secret despatches No. 208 of 21st October,‡ No. 253 of 16th December,† No. 257 of 23rd December,§ provides basis for negotiation of a treaty. There are, however, certain conditions which His Majesty's Government wish to make as a preliminary to the reopening of negotiations. In their opinion it is, as you suggest, a necessary preliminary that all the Audhali territories which the Imam is now occupying should be evacuated and all Audhali hostages restored. He should also evacuate the

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* No. 270. † No. 271. ‡ No. 264. § No. 272.

district of Sanah. But the language used, when this condition is communicated to the Imam, should not be such as to imply that the line to which the Imam would thus withdraw would, if it were short of the Frontier as delimited with Turkey, subsequently be acceptable to His Majesty's Government as the frontier with the Yemen The determination of the precise line to which the Imam must withdraw in order to effect evacuation of Audhali territories is left to your discretion, but in any case you should stipulate that there must be no looting or damage to property or to person in the process of evacuation of both Audhali and Sanah territories. The question whether His Majesty's Government should demand the restoration of loot and reparation for damage recently done in the evacuation of the Al Ain territory as a preliminary to reopening negotiations is also for consideration. This, however, is left to your discretion

Subject to the fulfilment of these preliminary conditions (including restoration of Al Ain loot and reparation for the damage there, if you think fit) you are authorized to inform the Imam that His Majesty's Government are prepared to reopen negotiations on the basis of the draft forwarded by the Imam, and to send a representative to Sana'a for the purpose.

The claim of the Upper Yafa Sultan to Rub'eiatein apart from Na'wa and Dhabyan, should His Majesty's Government agree, be pressed in the course of negotiations when entered into. The question whether this claim should necessarily be maintained, even if it seems likely to result in a breakdown of negotiations which otherwise offer good prospects of success, should, in the light of the circumstances obtaining at the time, be left open for further consideration.

The Imam's draft will require revision both as to substance and form in certain respects A despatch will shortly be sent to you with a revised draft to serve as a basis for instructions to the representative of His Majesty's Government who, if the preliminary conditions are accepted and carried out by the Imam, will conduct the negotiations.—CUNLIFFE-LISTER.

C. 97857/32 [No. 23].

No. 275.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 9.50 a.m., 1st February, 1932.)

TELEGRAM.

[*Answered by No* 276.]

(Paraphrase.)

1ST FEBRUARY. No. 29. With reference to your telegram No. 2 of 19th January.* It is unlikely that the Imam will agree to fulfil proposed conditions of the preliminary reopening of the negotiations while he has no assurance that he will secure a treaty thereby. As stated in paragraph 2 (*d*) of my secret despatch No. 208 of 21st October, 1931,† my view is that evacuation of the Protectorate territory and restoration of hostages should be conditions essential to conclusion of a treaty, but I do not consider that they should be insisted on as preliminaries to the resumption of negotiations. I do not suggest that these conditions should themselves be allowed to become a subject of negotiations, and I consider that the Imam should at once be told that they are a *sine qua non*, but I propose that their fulfilment should be required prior to the signature of a treaty and not prior to its discussion. This procedure is more likely to bring about a peaceful evacuation, especially if in the course of negotiations the Imam could be informed that His Majesty's Government are not prepared in any case to acquiesce in his indefinite retention of the Protectorate territory.

Do you approve of the modification that I have proposed in your instructions?

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* No. 274. † No. 264.

C. 97857/32 [No. 24].

No. 276.

THE SECRETARY OF STATE to THE RESIDENT

(Sent 7 p.m., 3rd February, 1932.)

TELEGRAM.

[*Answered by No.* 277.]

(Paraphrase.)

No. 4. SECRET. I will reply to your telegram No. 29 of 1st February* on suggested modification of instructions in my telegram No. 2† as soon as possible.

It is not, however, clear what is your intention in recommending that Imam might be informed during course of negotiations that His Majesty's Government are not in any case prepared to acquiesce in his indefinite retention of the Protectorate Territory. Do you mean that there should be a definite threat of action should Imam refuse to evacuate the areas in Protectorate Territory, *i.e.*, Audhali and Sanah, from which he is to be required to withdraw as a condition to the conclusion of a treaty? Please furnish me with a precise statement of what you have in mind —CUNLIFFE-LISTER.

C. 97857/32 [No. 25].

No. 277.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 4.10 a.m., 8th February, 1932.)

TELEGRAM.

(Paraphrase.)

8TH FEBRUARY. No. 30. Reference your telegram No. 4 of 3rd February,‡ My meaning is that a decision should be taken now as to future policy of His Majesty's Government with regard to Protectorate Territory still occupied by Imam in the event of a breakdown of negotiations. Situation should not, in my opinion, be allowed to relapse into present state of deadlock and uncertainty. Decision must be made eventually either to drop question of evacuation or to insist on it if necessary by force. Former alternative is incompatible with our Treaty obligations and is inconsistent with conditions now to be imposed upon Imam as preliminaries to conclusion of Treaty. Second alternative therefore appears inevitable, and if it is decided that it must be adopted eventually, I consider Imam should be made aware of the fact that His Majesty's Government cannot acquiesce in his indefinite retention of Protectorate Territory. This will be a definite warning that if he persists in a refusal to withdraw action will be taken. Time at which this warning should be given will depend on course of negotiations and attitude of Imam.

C. 97857/32 [No. 63].

No. 278.

THE SECRETARY OF STATE to THE RESIDENT.

[*Answered by No.* 279.]

(Secret.)

SIR, Downing Street, 14th April, 1932.

I HAVE the honour to refer to your Secret despatch No. 208 of the 21st October last,§ and my telegram No. 6 of the 16th of March,‖ on the subject of the draft Treaty with the Imam, and to enclose a counter draft of the proposed Treaty which has been prepared after consultation with the various Government Departments concerned.

2. I have the following observations to make :—

The Preamble has been re-worded in the usual form.

With regard to Article I, you will observe that the reference to the " Governments " has been omitted, as it is inappropriate to make both them and the Heads of the States undertake the same obligation. The words " of whatsoever kind " have

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* No. 275. † No. 274. ‡ No. 276. § No. 264. ‖ C. 97857/32 [No. 50]: not printed.

been substituted for the concluding words of the Imam's draft article which are contradictory, since it is impossible to have " internal international affairs." If, however, the Imam sets store by them, the words " internal or external " could be added as shown in the draft.

3. Article II has been redrafted in a simplified form and the reference to " Governments " again omitted for the same reason as in Article I.

4. With regard to Article III, His Majesty's Government consider it preferable to substitute the phrase " Southern frontier of the territories of His Majesty the King of the Yemen " in lieu of the expression " Southern frontier of the Yemen," thus making it clear that the reference is to the territory of the King of the Yemen, and not to the vague term " Yemen " which has been used to describe the entire south-west portion of the Arabia.

5. As regards the " Islands of the Yemen," His Majesty's Government agree with the views expressed by you in paragraph 2 (3) of your despatch under reference. It seems probable, as you suggest, that this term is intended to cover Kamaran, Perim, the Hanish, and Jebel Zukur group, and possibly the Farsan Islands. With the exception of the latter, all these Islands, which had formerly been Turkish (with the exception of Perim), fall to be dealt with under Article 16 of the Treaty of Lausanne, so that His Majesty's Government is not free to enter into any bi-lateral engagements with the Imam in relation to them, and the Farsan Islands have now been incorporated in the territories of King Ibn Saud.

As regards the " original rights " of the Imam, whilst His Majesty's Government could not accept any phrase which might imply an admission that the Imam possessed any " rights " in the Protectorate, they considered it desirable to make it clear that the proposed treaty was without prejudice to the rights and claims of His Majesty's Government, more especially as regards treaty relations with frontier tribes, &c.

The wording now inserted covers, therefore, the " rights claimed " by either High Contracting party and has the further advantage of suggesting that the treaty is being concluded in conditions of complete reciprocity.

6. You will note that the paragraph relating to the *status quo* has been reworded with a view to clearer definition, and the alternatives " signature " or " coming into force " have been substituted for the imprecise word " conclusion." It is suggested that, as the Imam must evacuate the parts of the Protectorate which he occupies before the Treaty is signed, the word " signature " would perhaps be preferable.

7. In Article IV the reference to the establishment of political and consular relations has been omitted. His Majesty's Government do not enter into agreements for the establishment of consular arrangements, but there is no objection to the Imam being informed, if he presses the point, that this would not prevent arrangements for the exchange of consular representatives being made later, as and when necessary.

As regards political relations, His Majesty's Government consider that every effort should be made to secure the formal agreement of the Imam to the reception at Sana'a of a permanent representative of the Resident at Aden, and it could be agreed, if the Imam so desired, to his having, in exchange, a permanent representative at Aden. If the Imam agrees, his agreement should, without further reference to me, be embodied not in the Treaty itself, but in an exchange of notes. If he does not agree to any permanent British representative at Sana'a, or will only agree to a formal exchange of diplomatic representatives to reside in Sana'a and *London*, this question should be referred to me.

8. I am of the opinion that, as you and your staff are best fitted, both from the standpoint of local knowledge and knowledge of Arabic, to deal with the Imam, the staffing of the post at Sana'a, which, it is admitted, will be a very isolated and trying one, could be most easily arranged by detaching an officer of suitable rank from your staff. This officer might be relieved as often as was necessary by another member of your staff, and I should be glad to have your views as to whether it is necessary to increase your staff by one officer for this purpose, in which case it will be necessary for me to consult the Secretary of State for India, who may wish to refer the question to the Government of India. I should also on this point be glad to receive your views as to the emoluments to be attached to this post.

You will see that, in the counter draft, it is suggested that Article IV, as now drafted, is unnecessary in view of Article V, but if the Imam attaches importance to it, no objection need be raised to its inclusion.

9. Article V has been redrafted to embody the normal practice which at present obtains in such matters.

As regards paragraph (1) I have to point out that Article 15 in the original draft Treaty prepared in 1924 contained a provision for securing *national* treatment in

matters concerning the administration of justice. I should be glad to receive your views as to whether you consider that, in practice, most-favoured-nation treatment is the best that can be secured, and whether, having regard to the presumably primitive nature of the administration of justice by the Imam in respect of his own subjects, there would in fact be any practical advantage in securing national treatment.

10. With regard to paragraph (2) it is the practice to include in present-day treaties national and most-favoured-nation treatment for vessels, their cargoes, and their passengers, probably in this instance, national treatment is of little importance, but here again, I should be glad to receive your views as to whether you consider most-favoured-nation treatment is the best that can be secured.

On both these points I am prepared to be guided by your advice, and if you consider Article V of the counter draft as it stands secures the best treatment in practice, the reopening of negotiations need not be delayed thereby.

11. In paragraph (3) you will observe that the words " territories," " subjects," and " vessels " have been defined. If necessary it can be explained to the Imam that these definitions are necessitated by the constitutional position of the different parts of the British Empire.

12. As regards Article VII, His Majesty's Government hold the view that the negotiator should hold out for English and Arabic texts of equal validity if it cannot be secured that the English text should prevail, and that he should not on any account give way on this while any other points connected with the proposed Treaty remain unsettled, as it would create an embarrassing precedent. If, however, the Imam remains adamant on the point, where all else is agreed, and the language question alone, therefore, prevents the conclusion of a satisfactory treaty, His Majesty's Government consider that the negotiator might, in the last resort, agree to an Arabic text only, while naturally taking every precaution to ensure that it accurately represents the English text, which will be required for presentation to Parliament.

13. In conclusion, His Majesty's Government consider it most desirable that you should conduct the negotiations in person. Possibly the Imam would not ask for the communication of " full powers " until the Treaty, if it eventuates, is about to be signed. These powers, will, however, be prepared and forwarded to you when requested.

14 Subject to your views on the points raised in paragraphs 9 and 10, you are hereby authorized to reopen negotiations for a Treaty with the Imam on the basis of the counter draft forwarded herewith

I have, &c.,
P. CUNLIFFE-LISTER.

Enclosure in No. 278.

COUNTER DRAFT TREATY WITH THE IMAM OF THE YEMEN.

PREAMBLE.

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India on the one part, and

His Majesty the King of the Yemen, the Imam, on the other part,

Being desirous of entering into a treaty on a basis of friendship and co-operation for their mutual benefit,

Have resolved to conclude this Treaty and have appointed as their Plenipotentiaries :

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,

For Great Britain and Northern Ireland :

* * * * * * * * * *

His Majesty the King of the Yemen, the Imam :

* * * * * * * * * *

Who have communicated their full powers, found in good and due form, have agreed as follows :—

ARTICLE I.

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, acknowledges the complete and absolute independence

of His Majesty the King of the Yemen, the Imam, in all affairs of whatsoever kind (internal or external*).

ARTICLE II.

There shall always be peace and friendship between the High Contracting parties. who undertake to maintain good relations with each other in every respect.

ARTICLE III.

The settlement of the question of the southern frontier of the territories of His Majesty the King of the Yemen is deferred pending the conclusion, in whatever way may be agreed upon by both High Contracting parties in a spirit of friendship and complete concord, free from any dispute or difference, of the negotiations which shall take place between them before the expiry of the period of the present Treaty, it being understood that nothing contained in this article or in other articles of the present Treaty is to be taken as meaning that either High Contracting Party renounces the rights claimed by him in those regions.

Pending the conclusion of the negotiations referred to in the preceding paragraph, the High Contracting parties agree to maintain the situation existing in regard to the frontier on the date of the signature coming into force of this Treaty, and His Majesty the King of the Yemen undertakes that he will prevent, by all means at his disposal, any violation by his forces of the above-mentioned frontier, and any interference by his subjects with the affairs of the people inhabiting the Aden side of the said frontier

†ARTICLE IV.

After the coming into force of the present Treaty, the High Contracting parties shall, by mutual agreement and concord, enter into such agreements as shall be necessary for the regulation of commercial and economic affairs, based on the principles of general international practice.

ARTICLE V.

(1) From the date of the coming into force of the present Treaty the subjects of one High Contracting party who wish to trade in the territories of the other, shall be amenable to the local Laws, and shall receive treatment not less favourable than that enjoyed by the subjects or citizens of any other foreign country.

(2) Similarly the vessels of one High Contracting party, their cargoes and their passengers shall in the ports of the territories of the other, receive treatment not less favourable than that accorded to the vessels, their cargoes and their passengers of any other foreign country.

(3) For the purposes of this article in relation to His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India;

(*a*) the word " territories " shall be deemed to mean the United Kingdom of Great Britain and Northern Ireland, India and all His Majesty's Colonies, protectorates and all mandated territories in respect of which the mandate is exercised by His Majesty's Government in the United Kingdom;

(*b*) the word " subjects " shall be deemed to mean all subjects of His Majesty wherever domiciled, all persons under His Majesty's protection and all companies incorporated in any of His Majesty's territories;

(*c*) the word " vessels " shall be deemed to mean all vessels registered in any part of the British Commonwealth of Nations.

ARTICLE VI.

This Treaty shall be the basis of all subsequent agreements that may be concluded between the High Contracting parties now and in the future for the purposes of friendship and amity. The High Contracting parties undertake not to assist nor to connive at any action directed against the friendship and concord now existing between them

* These words would be best omitted, but could remain if the Imam attaches importance to them.

† This article seems unnecessary in view of Article V, but could be agreed to if the Imam attaches importance to it.

ARTICLE VII.

The present Treaty shall be ratified as soon as possible after signature and the instruments of ratification shall be exchanged at (Sana'a). It shall come into force on the date of the exchange of ratifications and shall thereafter remain in force for a period of 40 years.

In witness whereof the respective Plenipotentiaries have signed the present Treaty and have affixed thereto their seals.

Done at (Sana'a) in English and Arabic, both texts having equal force, this..... day of .....

C. 97857/32 [No. 80].

No. 279.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 16th May, 1932.)

(Secret.)
(No. 84.)

SIR, The Residency, Aden, 4th May, 1932.

I HAVE the honour to refer to your Secret despatch of the 14th April, 1932,* on the subject of the draft Treaty with the Imam, and to enclose copy of a letter that I have addressed to him.

2. As regards Article V, paragraphs (1) and (2), I am advised that the Imam's Courts are not likely to deviate from the Islamic rule that in the eyes of the Sharia' law all persons, of whatsoever race or creed, are equal. I am therefore of opinion that while it would be theoretically desirable to secure national treatment, there would be little practical advantage in doing so; and if the present counter draft proves generally acceptable to the Imam, it may be unnecessary and inexpedient to press the point. I therefore propose to use my discretion whether or not to raise this issue during the negotiations with the Imam, and I trust that you will approve of this course.

3. I agree that after the conclusion of the Treaty it will be desirable to establish a British representative at Sana'a and to accept a Yemeni representative at Aden. I am considering the question of the appointment of the former officer, and I shall address you separately on this subject.

4. I note that His Majesty's Government consider it desirable that I should conduct the negotiations in person. I have therefore proposed to the Imam that I should visit him at Sana'a if he is prepared to proceed with the negotiations on the lines indicated. I have made it clear that His Majesty's Government regard the evacuation of Protectorate territory and the restoration of hostages as essential preliminaries to the signature of the Treaty.

5 The revised draft drawn up by His Majesty's Government follows so closely the draft proposed by the Imam that he cannot in my opinion raise any substantial objection to it if his desire for a treaty is genuine. His attitude towards the evacuation of territory and the restoration of hostages is more doubtful. When he made his overture last year he was engaged in a boundary dispute in Asir which might have involved him in war with Ibn Saud. He knew that his opponent was in very good relations with His Majesty's Government, and he therefore probably thought it prudent to improve his own relations with the latter. Since then he has settled his dispute with Ibn Saud, with whom he has signed a treaty of friendship, and he is therefore no longer impelled by this special motive for arriving at an accommodation with the British Government. His general desire for a treaty on terms acceptable to himself no doubt remains, but it is open to doubt whether it is strong enough to induce him to withdraw from territory which he persists in regarding as his own and which has been in his occupation for many years. If he were convinced that he would in any case be compelled to evacuate this territory before long he would probably take this opportunity of accepting the inevitable with a good grace and without loss of prestige. But it is obvious from his draft terms that he hopes to stabilize the existing *status quo*, and if he thinks that he can achieve this object by obstinacy he is now less likely to yield on this point than he would have been last year, when he was nervous about his northern frontier.

6. The recent British medical mission to Taiz and the Imam's cordial reception of Colonel Lake on an informal visit to Sana'a created a good impression and promoted

* No. 278.

personal friendliness on both sides, but it cannot be assumed that they have influenced the Imam's general policy.

7. In my opinion an official Mission to Sana'a headed by the Resident at Aden ought not to be undertaken unless there is clearly a fair prospect of success, and future developments must depend on the nature of the Imam's reply to my letter, especially with regard to the territorial question.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No 279.

To: His Highness Imam Yahya bin Muhammad Hamid Uddin, Sana'a.

YOUR HIGHNESS,

I HAVE the honour to refer to my letter No. 525 of the 17th October, 1931, on the subject of the conclusion of Treaty relations between Your Highness and His Majesty's Government, and to state that I have now received His Majesty's Government's reply to my communication of Your Highness's proposed draft to them. His Majesty's Government welcome Your Highness's proposal, and instruct me to inform you that they consider that Your Highness's draft provides a suitable foundation for treaty negotiations, subject to certain modifications which are embodied in a revised draft which I enclose for your information, with a brief explanatory note.

2. Your Highness will observe that His Majesty's Government are willing to reopen negotiations on the basis of terms which are in form and substance similar to those embodied in Your Highness's draft, but I am at the same time instructed to point out to Your Highness that certain territories and subjects of Chiefs with whom they are in Treaty relations are still held by Your Highness. I refer especially to the territories of the Amir of Dhala' in the vicinity of Sanah, to the territories of the Audhali Sultan at Adh Dhaher, and to the subjects of the latter Chief who are hostages under Your Highness's hand, about whom I have already addressed your Highness

3. I am instructed by His Majesty's Government to explain that they regard it as an essential preliminary condition to the signature of the proposed Treaty that these territories and hostages should be peacefully restored by Your Highness to the Amir of Dhala' and the Audhali Sultan, without damage or detriment to person or property.

4. I trust that Your Highness will agree that the elimination of the difficulty caused by your occupation of these territories and by your retention of these hostages is a desirable and necessary preliminary to the conclusion of a treaty which will put an end to all past causes of misunderstanding and estrangement and will ensure peaceful relations and cordial co-operation in the future. If Your Highness accepts this view there should be no difficulty in reaching a settlement by mutual agreement on the basis of His Majesty's Government's response to Your Highness's proposals. His Majesty's Government consider that this would be achieved most effectively and speedily by direct and personal negotiations rather than by further correspondence.

5. For this purpose I am authorized by His Majesty's Government to suggest that if Your Highness is prepared to proceed with the negotiations on the lines indicated, I should visit you personally at Sana'a as soon as can conveniently be arranged.

6. I hope that your reply will enable me to take this favourable opportunity of endeavouring in conjunction with Your Highness to establish a good understanding and lasting friendship between Great Britain and the Yemen, and at the same time to have the pleasure, for which I have long hoped, of seeing Your Highness personally and of visiting your State.

7. I take this opportunity to convey to Your Highness the expression of my high esteem and regard.

Explanatory Note.

Preamble. The wording has been slightly modified to conform with the customary phraseology.

Article I. Reference to " the Governments " has been omitted, as it is more appropriate and seemly that the Treaty should be concluded between the heads of the States.

The phrase " in all affairs of whatsoever kind " has been substituted for Your Highness's phrase, as being completely logical and comprehensive.

Article II. The references to " the Governments " has been omitted for the reasons stated above, and the Article has been simplified.

Article III. The phrase " southern frontier of the territories of His Majesty the King of the Yemen " has been substituted for Your Highness's phrase " southern frontier of the Yemen," as being more precise and clear.

Reference to " the Islands " has been omitted as His Majesty's Government are not free to enter into any bi-lateral engagements with Your Highness in regard to them.

The last sentence of the first part of this Article is so framed as to make it clear that the Treaty is being concluded on conditions of complete reciprocity.

The clause relating to the maintenance of the situation existing at the date of the signature of the Treaty has been reworded with a view to clearer definition.

Article IV. It is not the practice of His Majesty's Government to enter into formal agreements for the establishment of consular arrangements, but the exchange of consular or political representatives can be arranged separately. Reference to political and consular relations has therefore been omitted in the text of the Treaty, though His Majesty's Government hope that they will be established as an immediate and natural consequence of its conclusions.

Article V has been remodelled to embody the normal practice that obtains in such matters. It is for consideration whether in view of the new form of Article V, Article IV may still be deemed to be necessary.

In paragraph 3, the terms " territories," " subjects," and " vessels " have been defined for the sake of clarity.

Article VII. The question of the validity of the language of the Treaty is one which is amenable to discussion with Your Highness in the course of personal negotiations.

C. 97857/32 [No. 98].

No. 280.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 3.39 p.m., 21st June, 1932.)

TELEGRAM.

[*Answered by No.* 283.]

(Paraphrase.)

21ST JUNE. No. 48. With reference to my Secret despatch No. 84 of 4th May* I have received from Imam a reply worded with unusual warmth. Evidently he is much pleased by proposal that I should visit him and by prospect of conclusion of Treaty at an early date. He welcomed the revised draft Treaty as being in accord with conditions and principle of his own (*d*) (?) draft and he assures me that Treaty having been agreed to he will fulfill the preliminary conditions embodied in my letter " subject to certain necessary but unobjectionable minor modifications." Presumably this refers to release of hostage(s) and evacuation of protectorate territory although neither is mentioned specifically. He demurred however at any alteration in his wording of Article 3, which is he says "? the basis on which the desired covenant can be built and is very spirit of the Treaty itself." He points out that failure to agree on phrasing of this Article has been in the past the only obstacle to the conclusion of a treaty; that he prepared with great care his draft Clause and that he believes that he can convince me by personal explanation that in adhering to his own wording he entertains " no motive(s) prejudicial to the interests of the British Government." Apparently he hopes to retain a reference to his own rights rather than to rights claimed by both parties in protectorate and he wishes to insist on his right to islands. It is for consideration whether in view of these reservations his cordial invitation to me should be accepted. The Imam should in my opinion be told that His Majesty's Government have, in their desire meet his wishes with respect to Article 3, gone as far as they can and that they cannot modify preliminary conditions, but they welcome and reciprocate his desire for a settlement and authorize me to accept his invitation subject to these stipulations. On his further reply will then depend my journey to Sana'a. May I be told for my own information whether full power referred to in paragraph 13 of your Secret despatch of 14th April, 1932,† implies any latitude in agreeing to verbal

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* No. 279.

† No. 278.

or minor alterations which will not prejudice the main intentions of His Majesty's Government and if so the limit within which this discretion may be exercised? An immediate interim reply has been sent by me to Imam acknowledging his letter in friendly terms and stating that in view of his reservation(s) with regard to the third Article and to preliminary conditions I have referred it to you for instructions. I have also written to him separately with regard to his recent closing of the protectorate frontiers to trade as reported in paragraph 1913, etcetera, of political intelligence summary. I hope that measures taken recently to improve security of road(s) in the Protectorate will remove this difficulty. It would be unsuitable for Imam at a time when I am paying him a friendly visit to maintain this embargo.

C. 97857/32 [No. 99].

No. 281.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 7 p.m., 21st June, 1932.)

TELEGRAM.

(Paraphrase.)

21ST JUNE. No. 49. Addressed to Colonial Office, repeated to Foreign and Political Department, Government of India. Please refer to my telegram No. 48 of the 21st June.* I have proposed to Imam, in accordance with your instructions, that I should visit him in Sana'a personally to negotiate a Treaty, and my early departure on this mission is possible in view of his reply. In accordance with paragraph 2 of your despatch of 31st August, 1928, No. 67,† Champion, Protectorate Secretary, should officiate for me at Aden, but it is in my opinion most desirable that as he has been in close touch with negotiations in all their recent stages and with questions involved he should accompany me to Sana'a. If Champion and myself are absent, Lake, Political Officer, will be left to do duties, in addition to his own, of Protectorate Secretary and District Magistrate, and two junior officers of Indian Political Department, both probationary for administrative work, one of whom will do duties of Aide-de-Camp and the other those of Secretary. This staff will be inadequate for responsibility of civil control and insufficient for current work. I recommend therefore that I be placed on special duty and that the Government of India be asked to send to Aden an officer to act as Chief Commissioner. In my opinion Major Gorgon, who is familiar with administration of Aden and who was, until last March, First Assistant here, would be the most suitable officer. I suggest alternatively Colonel Wightwick if he is not still on leave. I cannot estimate precisely length of my absence but it is likely to be about six weeks.

C. 97857/32 [No. 118A].

No. 282.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 11th July, 1932.)

(Secret.)
(No. 121.)

SIR, The Residency, Aden, 29th June, 1932.

I HAVE the honour to refer to my Secret despatch No. 84 of the 4th May, 1932,‡ on the subject of the Treaty negotiations with the Imam, and to enclose the translation of a letter that I have received from him in reply to my communication of the 7th May, 1932.

2 The purport of the Imam's letter has already been conveyed to you in my telegram No. 48 of the 21st June, 1932.* The copy of my interim reply, of the 21st June, 1932, is attached hereto, together with the copy of my representation to him (referred to therein), in regard to the restrictions that he has lately enforced on overland trade between the Yemen and Aden.

I have, &c.,
B. R. REILLY,
Resident, &c.

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* No. 280. † No. 45 in Middle East No. 22. ‡ No. 279.

Enclosure 1 in No. 282.

IN THE NAME OF GOD THE MERCIFUL AND COMPASSIONATE.

From: Imam Yehia bin Muhammad Hamid Uddin of Yemen,

To: Lieutenant-Colonel B. R. Reilly, Resident, Aden.

A. C.

WE write this to acknowledge receipt of your letter dated 1st Muharrum 1351 (7th May, 1932) together with the draft Treaty attached thereto. We have received them with thanks and pleasure and having carefully perused them we became the more delighted that your Honourable Government had authorized Your Excellency to conclude the Treaty. We became certain that by God's will the desired object would be achieved. By Your Excellency's presence the opportunity has now come of making its conclusion a certainty, in a manner suitable to both parties.

We beg thankfully to declare to Your Excellency that we willingly agree to negotiate and discuss all the articles embodied in the draft Treaty you have been good enough to despatch to us, for, being in accord with the principles and conditions of the draft previously submitted to you by us, it is worthy of consideration. The third Article of this auspicious Treaty is the sole basis on which the desired covenant can be built and it is the very spirit of the Treaty itself. Realizing all the delicate and important points involved, Your Excellency knows that the conclusion of the Treaty has been unfortunately prejudiced by many adjournments during several years. The only reason for this was the composition of this third Article and failure (to agree) as to its phrasing. We think that there is no just reason or real necessity for alteration of the wording of the said Article in the draft previously submitted to you by us, for the phrases composed by us safeguarded the interests of the British Government, which were acceptable to us. In as far as the text of the said Article is concerned, we had to take great care, while framing those phrases, to ensure certain political and administrative requirements and obligations that our position, status, and responsibility as Imam compelled us to maintain. The form of these phrases comprehends both the material objects of the British Government and our obligations as a Ruler. We will explain in detail to Your Excellency our objects and points of view. When you fully consider our clear and proved intentions, we have no doubt whatever that you will be absolutely convinced that in holding to the form of the said article we entertain no motive prejudicial to the present or future interests of the British Government. We desire to mention to Your Excellency that we have previously received accurate information from a reliable source that from among the political and administrative high officials that the British Government has produced, Your Excellency is eminently capable of dealing effectively with all matters and disputes because of your knowledge of affairs and your interest in everything beneficial, besides the well-known benevolence with which you are endowed. We are to-day thankful and proud to see the noble position to which we have in effect visibly attained and which we have personally witnessed, and we verily believe the accuracy of the news previously conveyed to us. Therefore, we, having regard to the noble qualities Your Excellency possesses, beg to assure you that we shall be more friendly to the British Government than any of their existing and known allies. We shall also be more firm (in friendship), more honest, more useful, and more helpful. This line of conduct will be as a covenant and rule of action that our Government and Kingdom will observe. We therefore most eagerly and gladly await your honouring us by your visit, and your early communication with us in its regard, in view of our true hopes and sincere and cordial friendship.

We beg you to be confident that we shall accept the delegate of the beloved British Government and their eminent Plenipotentiary with great pleasure and delight. We will then combine in devoting all our energies to reconciling the interests of England with the purposes of the Yemen in the articles of the Treaty, by full agreement and confidence and in sincere friendship. When we meet together having one purpose in view, we shall surely complete and sign it, by the grace of Almighty God. It is known to Your Excellency that on the meeting of both parties in a spirit of noble hope and good intention, there is no doubt that perfect security and full and final agreement will be reached, and confidence will be created, established, and strengthened now and hereafter You may rest assured that by participating with Your Excellency we shall consider not only our own benefit, but also the interests and advantages of the British Government, on an equal footing and without distinction, and we shall thus reap fruitful results in the way we both wish, Inshalla. Should we have any other request, your support of it will indicate your regard towards us, and there will be

reciprocal treatment in harmony with the interests and ideas that we maintain. We also assure you that the Treaty having been agreed to, there will be no shortcoming (on our part) in carrying out and peacefully executing the terms and conditions embodied in your esteemed letter, subject to certain necessary but unobjectionable minor modifications that will nevertheless carry conviction and safety to both parties.

We therefore request Your Excellency to notify us of the date of your arrival in order that we can make all the preparations necessary for Your Excellency, for we are anxiously awaiting Your Excellency's visit.

In conclusion we hereby tender our sincere and heartfelt respects.

Dated 1st Safar 1351.
5th June, 1932.

Enclosure 2 in No. 282.

YOUR HIGHNESS, The Residency, Aden, 21st June, 1932.

I HAVE the honour to acknowledge receipt of Your Highness's letter of the 1st Safar 1351 (5th June, 1932), on the subject of the negotiations for the conclusion of a Treaty between His Majesty's Government and the Yemen, and I hasten to express to Your Highness my very sincere appreciation of your prompt and cordial invitation to me to visit Your Highness at Sana'a. I reciprocate your hopes that our personal and direct discussions may bring the long-delayed question of the Treaty to a speedy and satisfactory conclusion.

In view of the fact, however, that Your Highness has undertaken only a partial and reserved acceptance of the conditions that His Majesty's Government desire Your Highness to fulfill before the Treaty can be signed, and that Your Highness is disinclined to accept His Majesty's Government's wording of Article III of the draft Treaty, I have been reluctantly compelled to refer the terms of Your Highness's letter by telegraph to His Majesty's Government for their further instructions.

I hope to be able to communicate with Your Highness again in this matter in the very near future and I trust that in the meantime Your Highness will have been pleased to reply to my letter of the 21st June, 1932, regarding the overland trade between the Yemen and Aden in a manner that will dispose of this difficulty to our mutual satisfaction.

I take this opportunity to convey to Your Highness the expression of my high esteem and regard.

B. R. REILLY,
Resident and Commander-in-Chief, Aden.

His Highness Imam Yehia bin Muhammad Hamid Uddin,
Sana'a.

Enclosure 3 in No. 282.

YOUR HIGHNESS, The Residency, Aden, 21st June, 1932.

I HAVE the honour to invite Your Highness's attention to information that I have lately received to the effect that by Your Highness's decree, the transport of merchandize (except perishables and fruit) between the Yemen and Aden, on the overland trade routes in the Yemen, has been prohibited under a penalty of confiscation of any such merchandize transported in contravention of the decree, whether it emanates from the Aden side of the boundary or from the Yemen.

In view of the fact that such an embargo must inevitably cause loss and annoyance to British subjects trading in Aden and to many other British protected persons, and is likely to react unfavourably on the mutual friendly relations that we both desire to maintain and perpetuate, I am surprised that Your Highness should have taken this very drastic step without giving me any previous information or indication of Your Highness's intentions.

It has been suggested to me that the reason underlying Your Highness's action may be that some of Your Highness's subjects had been molested by unruly tribesmen in the Aden Protectorate. If this suggestion is correct Your Highness may be assured that I deplore any such illegal acts no less than Your Highness, and that when insecurity on the trade routes occurs steps are taken by the Chiefs concerned to prevent it, under my instructions and with my assistance, in the interests of peaceful trade and general prosperity.

Furthermore, I have the honour to point out to Your Highness that the terms of the decree and the manner in which it was made, and particularly the further continuance in present circumstances of Your Highness's restrictions on the overland trade between the Yemen and Aden would appear to be inconsistent with the very friendly and cordial goodwill towards His Majesty's Government and the interests of Great Britain that Your Highness has so convincingly expressed in correspondence both now and in the past.

It is therefore my sincere hope that Your Highness will remove these restrictions, that are harmful to traders on both sides of the frontier, without delay, in consideration of the relations of mutual confidence and peaceful friendship that will, Inshalla, soon be confirmed by treaty.

B. R. REILLY,
Resident and Commander-in-Chief, Aden.

His Highness Imam Yehia bin Muhammad Hamid Uddin,
Sana'a.

C. 97857/32 [No. 120].

No. 283.

THE SECRETARY OF STATE to THE RESIDENT

(Sent 7 p.m., 11th July, 1932.)

TELEGRAM.

(Paraphrase.)

No. 18. SECRET. Your telegram 21st June, No. 48.* (1) The Imam should be informed that, in their desire to meet Imam's wishes with regard to Article 3, His Majesty's Government have gone as far as they can, and that they cannot modify the necessary pre-conditions (as previously laid down) to the conclusion of a treaty but that welcome and reciprocate the Imam's desire for a settlement, and they have authorized you, subject to receipt of satisfactory reply from him in regard to two points referred to above, to accept his invitation to Sana'a.

(2) During the negotiations you will have discretion to reword Treaty on any points of minor importance —CUNLIFFE-LISTER.

C. 97857/32 [No. 150].

No. 284.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 2.48 p.m., 7th August, 1932.)

TELEGRAM.

[*Answered by* No. 285.]

(Paraphrase.)

7TH AUGUST. No. 59. My telegram No. 53 of 15th July.† Imam has replied confirming his acceptance of preconditions and explaining that minor modifications mentioned in his letter of the 5th of June‡ as his desire for organized and defined evacuation by mutual agreement. Imam's reply on this point is acceptable, though consequent discussion of these details before signature will prolong my stay in Sana'a. With regard to Article 3 Imam reiterates adherence to his draft and again refers to his letter mentioned above. The points at issue in draft Treaty are thus narrowed to the wording of Article 3, but the Imam has himself pointed out that this Article is the essence of the Treaty.

Alternatives are either to decline his repeated invitation to Sana'a until he gives way or to accept it in hope of personally persuading him to agree to wording of His Majesty's Government. I prefer the former, and I propose to point out to him that unless he will agree to His Majesty's Government's draft of this Article my mission to Sana'a must be fruitless.

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* No. 280. † C. 97857/32 [No 5] not printed. ‡ Enclosure 1 in No. 282.

Another impediment to my journey is Imam's continued restrictions at frontier on overland trade which have (been) recently extended in spite of my representations. He has suggested that solution may be found after the signature of Treaty. Obviously he intends to use embargo as a lever in negotiations, and there are no means of compelling him to remove it.

While reluctant to introduce a fresh obstacle to negotiations I propose to inform the Imam that continuance of the embargo is incompatible with the purpose of friendly visit to Sana'a on my part. Do you approve?

C. 97857/32 [No. 171].

No. 285.

THE SECRETARY OF STATE to THE RESIDENT.

(Sent 1 p.m., 29th August, 1932.)

TELEGRAM.

(Paraphrase.)

No. 22. SECRET. With reference to your telegram No. 59, 7th August,* His Majesty's Government agree that Imam should be informed that you are not prepared to proceed to Sana'a unless he signifies his willingness to accept wording put forward by His Majesty's Government in their counter draft as Article 3 of proposed Treaty. His Majesty's Government also concur in your proposal to inform Imam that continuance of embargo placed by him on overland trade at frontier is incompatible with purpose of a friendly visit on your part.—CUNLIFFE-LISTER.

C. 97857/32 [No. 170].

No. 286.

THE RESIDENT to THE SECRETARY OF STATE

(Received 2nd September 1932.)

[*Answered by No.* 289.]

(Secret.)
(No. 157.)

SIR, The Residency, Aden, 17th August, 1932.

I HAVE the honour to refer to your Secret despatch of the 26th July,† on the subject of Article V of the draft Treaty with the Imam of the Yemen.

2. It is in my opinion inconceivable that the Imam will consent to the establishment of special tribunals for the operation of a privileged code of law for foreign nationals, whether Moslem or otherwise. The dispensation of the Sharia' Law is one of the main foundations upon which the Yemen State is built, and a relaxation of it would alienate from the Imam much of the support upon which he now relies for the maintenance of his authority. He is extremely jealous of the preservation of his full and absolute sovereignty in his dominions, and I am convinced that he would not admit the establishment of any foreign (*e.g.*, Consular) jurisdiction therein. His rigid attitude on this point is understood to have been the cause of the breakdown of the German-Yemeni treaty negotiations in 1931 (*vide* Appendix to Political Intelligence Summary, paragraph 1675). The Italo-Yemeni Treaty of 1926 (*vide* Mr. Amery's Secret despatch of the 19th October, 1926‡) is notably silent in this respect, while the Russo-Yemeni Treaty of 1928 (*vide* Sir S. Symes's Secret despatch No. 115 of the 23rd July, 1929§) prescribes national treatment.

3. Article V (i) of His Majesty's Government's present draft Treaty (which follows the lines of the Imam's draft of September, 1930), provides for most-favoured-nation treatment, and suggests national treatment in the phrase, "shall be amenable to the local laws." It may be advisable to strengthen this clause by the adoption of the wording proposed in paragraph 4 of your despatch. I shall endeavour to secure this addition if the negotiations proceed, for although there is some risk that national treatment may be disadvantageous to non-Moslem British subjects in the Yemen, no non-Moslem foreigner can hope for the concession of any exclusive judicial privileges under the present regime in that country

* No. 284. † C 97857/32 [No. 139]: not printed. ‡18964/26: not printed.
§ C. 69280/29 [No. 119]: not printed.

4. The appointment of a permanent British representative at Sana'a as a sequel to the establishment of treaty relations should in practice provide a safeguard for the juridical rights of British subjects in the Yemen. This, and the effect of the proposed amendment of Article V (i) in His Majesty's Government's draft Treaty are the best guarantees on this point that are likely to be obtainable in present circumstances; and in my opinion it will be unwise to press for anything further.

I have, &c.,
B. R. REILLY,
Resident, &c.

C. 97857/32 [No. 183].

No. 287.

THE SECRETARY OF STATE to THE RESIDENT.

(Secret.)

SIR, Downing Street, 8th September, 1932.

WITH reference to my telegram No. 22,* regarding the negotiations with the Imam of the Yemen, I have the honour to inform you that attention has been drawn to the possibility of providing in the draft Treaty for most-favoured-nation treatment for the goods of the high contracting parties.

I consider that, however desirable it may be to secure a trade agreement with the Imam, it would be unwise further to complicate the negotiations at the present stage. I shall be glad, however, if you will bear the point in mind, and use your discretion as to raising it with the Imam in the event of the negotiations taking a favourable turn.

I have, &c.
(for the Secretary of State),
R. W. HAMILTON.

C. 97857/32 [No. 205].

No. 288.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 19th September, 1932.)

(Secret.)
(No. 174.)

SIR, The Residency, Aden, 7th September, 1932.

I HAVE the honour to refer to the correspondence ending with my telegram No. 62 of the 3rd September, 1932,† on the subject of the treaty negotiations with the Imam, and to enclose for your information copies of the following communications:—

(*a*) To the Imam, No. C/401 of the 15th July, 1932.
(Your telegram No. 159 [? 18] of the 12th July, 1932,‡ refers.)
(*b*) From the Imam, of the 3rd July, 1932.
(My Secret despatch No. 121 of the 29th June, 1932,§ refers.)
(*c*) From the Imam, of the 27th July, 1932.
(My telegram No. 59 of the 7th August, 1932,‖ refers.)
(*d*) To the Imam, No. C/514 of the 3rd September, 1932.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure 1 in No. 288.

(No. C/401.)

YOUR HIGHNESS, The Residency, Aden, 15th July, 1932.

I HAVE the honour to refer to my letter No. C/348 of the 21st June, 1932 (17th Safar 1351), on the subject of the negotiations for the conclusion of a treaty between His Majesty's Government and the Yemen, and to inform Your Highness

* No. 285. † C. 97857/32 [No. 182]: not printed. ‡No. 283. § No. 282. ‖ No. 284.

that I have now received His Majesty's Government's further instructions in this matter.

I am to explain to Your Highness, in reply to your esteemed letter of the 1st Safar 1351 (5th June, 1932), that His Majesty's Government, have gone as far as they can in their earnest and sincere desire to meet Your Highness's wishes in regard to the third Article of the draft submitted by Your Highness, and that their draft of this Article represents the utmost limit of concession or compromise that they can make in its respect.

I am also to inform Your Highness that His Majesty's Government are unable to accept any modification in the conditions that they desire shall be fulfilled by Your Highness before the Treaty can be signed.

His Majesty's Government desire me to assure Your Highness that they sincerely welcome and reciprocate Your Highness's hopes that a settlement may soon be reached in this matter on mutually satisfactory terms, and on the receipt of a favourable reply from Your Highness in regard to these two stipulations I am authorized to accept Your Highness's most friendly and cordial invitations to Sana'a.

I am sending these explanations to Your Highness by special messenger in order that Your Highness may be informed of His Majesty's Government's attitude at the earliest possible moment, and I venture to hope that Your Highness will receive them in the spirit of friendship and conciliation in which they are submitted. I trust that I may receive a favourable reply from Your Highness at an early date in order that my visit to Your Highness and the happy conclusion of these protracted negotiations to which I confidently look forward may not be long delayed.

I take this opportunity to convey to Your Highness the expression of my high esteem and regard.

B. R. REILLY,
Resident and Commander-in-Chief.

To His Highness
Imam Yehia bin Muhammad Hamid ud Din,
Sana'a.

Enclosure 2 in No. 288.

From Imam Yehia bin Muhammad bin Hamid Uddin, Sana'a.

To Lieutenant-Colonel B. R. Reilly, Resident at Aden.

AFTER COMPLIMENTS,

WE inform you that we have with due respect received your esteemed letter of 17th Sufar 1351 (21st June, 1932), and we repeat our honourable remembrances of Your Excellency. As the request by Your Excellency for further instructions and comprehensive powers from your High Government is necessary, we hope that your honourable Government will be pleased to issue the requisite orders for which you have asked, on (their receipt of) the kind and correct explanations submitted (to them) by Your Excellency. As to ourselves, we are, in every respect, firm in hoping that this blessed treaty will soon be agreed upon, and that by these means the prosperity and benefit of both parties will be secured. We assure you that we are looking forward to Your Excellency's visit to us.

As regards the matter referred to in your esteemed letter No. C/346, the situation that has been permitted to arise in connexion with the subjects discussed during (several) years and those actions and various incidents that are already known to Your Excellency and are prejudicial to us and to our Kingdom has caused us both concrete and abstract harm. Always it was that reason that compelled and obliged us to carry out the actions to which you have referred. We hesitate now to renew the pains and hurts buried in our hearts, by enumerating and explaining the incidents. We deem it enough to say that when we and Your Excellency meet together and sign the sincere and permanent agreement of friendship between the two Governments, a solution will also be found in the matter of the trade, referred to, in a reasonable manner that will ensure our utmost help in British interests, and will ensure facilities to the English in every way.

We beg to confirm our respects and our special friendship to Your Excellency.

Dated 29 Sufar 1351.
= 3rd July, 1932.

Enclosure 3 in No. 288.

Dated 25th Rabi Awwal 1351.
= 27th July, 1932.

From Imam Yehia bin Muhammad Hamid Uddin, Sana'a.

To Lieutenant-Colonel B. R. Reilly, Resident and Commander-in-Chief, Aden.

A.C.,

WE beg to acknowledge receipt of your letter No. C/401 dated 11th Rabi El Awwal 1351 (14th July, 1932), on reading which we became exceedingly pleased. We again confirm our previous letter of 1st Safar 1351 (5th June, 1932). We beg to tender our most sincere thanks for the kindness shown by the Great British Government in well estimating and receiving our fundamental goal and purpose, previously made clear in our former explanations in respect of the 3rd Article, which was referred to with the best intentions in our said letter; (we are also grateful) for the kind attention that they have shown to our explanation regarding the stand we have been compelled to make in its respect. We also beg to tender our most sincere thanks for the great and personal interest you have taken in notifying to the illustrious British Government the true facts, and our good will, and for securing confidence and friendship between the two parties. After the solution and disposal of this problem, by the help of God, it is quite inconceivable that there would be any matter or subject such as to cause delay or obstruction in the (conclusion of the) agreement and concord between the two Governments.

As to the matter of the fixing of the dividing line we shall, by the Will of God, carry out that which will assist (in securing) the demand of the British Government; we will perform it personally, assuredly, and freely. We hope that you particularly will be confident that there will be no change, diminution, or defect whatever on our part in (meeting) the wishes of the British Government in this matter. But as regards the nature of the slight change, referred to in our letter dated 1st Safar 1351 (5th June, 1932), it will affect neither the basis of your demand nor the original line. But if there should occur neglect in the adoption of a peaceful arrangement and proper organization in regard to the problem, that omission would open a way for confusion and encroachment in the passing to and fro of the people of the places situated on the boundary dividing both sides. That will cause the officials of the two Governments to be disturbed with various frequent incidents and occurences, and will be undesirable. The object and aim in view is only the organization and appointment of the (boundary) line by a good arrangement, and nothing else. And in regard to the whole question, we again confirm our acceptance of the said demand.

As Your Excellency is unusually expert and experienced in both administrative and military affairs, during long years, there is no doubt that you understand this situation better than ourselves, and you will appreciate the necessity for skilfully and intelligently arranging the (boundary) line, in order to avoid incidents between the people of both parties.

Knowing that you have the full authority of your Great Government, we are sure that you will fully realize our justification, to which we refer, because you have a better knowledge of the affairs of those parts than any one else. At our meeting, we shall, by the grace of God, discuss matters with Your Excellency regarding the appointment and organization of the form of the required (boundary) line, in agreement with you, and in a suitable manner, ensuring security and safety for both parties in the present and in the future. We again repeat our earnest hopes and happy expectation of Your Excellency's visit, and we shall receive you with sincere respect. We are unable to do all that is necessary to receive you, because of the many deficiencies and of the general conditions here, but we rely on the true and sincere friendship in our heart to cover those deficiencies. We are expecting to receive the good tidings of the day of your visit to us.

We confirm our sincere respects.

Enclosure 4 in No. 288.

(No. C/514.)

YOUR HIGHNESS, Aden, 3rd September, 1932.

I HAVE the honour to acknowledge receipt of Your Highness's letter of the 25th Rabi Al Awwal 1351 (27th July, 1932), on the subject of negotiations for the conclusion of a treaty between His Majesty's Government and the Yemen, and to inform Your Highness that I have now received the further instructions of His Majesty's Government.

2. I welcome Your Highness's willing confirmation of your acceptance of the conditions which His Majesty's Government consider to be an essential preliminary to the signature of the Treaty, namely, the restoration of the territory of the Amir of Dhala' in the Sanah area, of the territories of the Audhali Sultan in Al Dhaher, and of the hostages whom Your Highness holds from the Audhali tribe. I greatly appreciate Your Highness's assurances on this subject, which go far to facilitate the way for the successful conclusion of our negotiations.

3. With regard to the draft Treaty only one substantial point appears now to remain at issue. This is the third Article with regard to which we are not yet in complete agreement. If Your Highness will compare the draft of this Article communicated to you in my letter No. C/257 of the 7th May, 1932, with previous drafts which have been put forward by the British Government, you will realize that His Majesty's Government have gone to a great length in their desire to meet Your Highness's views. They have made their draft approximate as nearly as possible to that contained in Your Highness's letter of the 10th Rubi al Thani 1350 (2nd September, 1931), but they cannot go further in this respect than they have already done. I have explained the reasons for their attitude in my letter No. C/257 of the 7th May, 1932, and I shall now endeavour to elucidate this matter more clearly in order that Your Highness can fully understand the reasons which compel His Majesty's Government to make a stand on this point.

Firstly there is reference in Your Highness's draft to the " Islands of the Yemen." Your Highness has not mentioned the names of the Islands which you have in mind, but I assume that you refer to certain Islands situated in the Red Sea. The question of the future disposal of these Islands was dealt with in one of the clauses of the Treaty of Lausanne signed in 1923 at the conclusion of the War between Turkey and the Allied Powers. The British Government was a party to that Treaty, and it is thereby bound not to enter into any agreement with regard to these Islands without the assent of the other Allied Governments who were signatories to the Treaty. It is therefore impossible for the British Government to deal with the question of these Islands in a separate treaty with Your Highness, as questions regarding them can be decided only by general consent of the Governments concerned.

Secondly in Your Highness's draft you have referred to certain " original rights," whereas His Majesty's Government in their counter-draft have used the expression " rights claimed." The essence of this Article is that the question of rights is to be left in abeyance, and that in the meanwhile neither Government will relinquish its claims in the region concerned, nor specifically recognize the claims of the other. For practical purposes it is proposed that the position shall remain as it will be at the time of the signature of the Treaty. This is a compromise which can be accepted by both Governments without loss of honour or dignity, but it is essential that neither party must require from the other either a renunciation or an admission of their respective claims. The use of the word " rights " in distinction to the words " rights claimed " would imply an admission which His Majesty's Government are not prepared to make It is for this reason that they cannot go further than they have done in the modification of the wording of this clause. The draft which they have made indicates a mutual and reciprocal consideration on the part of each Government for the views of the other, and for this reason it ought to be acceptable to Your Highness. As His Majesty's Government are unwilling to recede from this position I regret that it would be useless for me to go to Sana'a to complete these negotiations unless Your Highness is prepared to accept the wording of Article III as drafted in my letter of the 7th May, 1932. As disagreement with regard to the draft Treaty has now been reduced to the question of the wording of this one Article and as complete accord appears to be assured on all other points of substance, I trust that Your Highness will now remove this one remaining obstacle by accepting the full explanations that I have now given to you and by agreeing to the third Article as provided by His Majesty's Government.

At the same time I have the honour to refer to my letter No. C/346 of the 21st June, 1932, regarding Your Highness's restrictions on the overland trade between the Yemen and Aden, which have in no degree been relaxed as the result of my representation to you. While I have noted Your Highness's reply of the 29th Safar 1351 (3rd July, 1932), to the effect that a solution of this matter will be found by discussion, after the signature of the Treaty, Your Highness will appreciate that a continuance of this embargo is inconsistent with the sentiments of cordiality that actuated Your Highness's invitation to me, and would be incompatible with the friendly and conciliatory purposes of my proposed visit to you in Sana'a.

It is my sincere hope that Your Highness will be pleased to receive this letter in the amicable and friendly spirit in which it is composed, and that the terms of Your Highness's reply will be so favourable and explicit as to enable these long-drawn-out negotiations to be resumed and concluded by my personal visit to Your Highness in Sana'a

I take this opportunity to convey to Your Highness the expression of my high esteem and regard.

B. R. REILLY,
Resident and Commander-in-Chief.

To His Highness Imam Yehia bin Muhammad bin Hamid-Ud-Din, Sana'a.

C. 97857/32 [No. 224].

No. 289.

THE SECRETARY OF STATE to THE RESIDENT.

(Secret.)

SIR, Downing Street, 13th October, 1932.

I HAVE the honour to acknowledge the receipt of your Secret despatch of the 17th of August,* on the subject of Article V of the draft Treaty with the Imam of the Yemen

2. I accept your view that there is no prospect that the Imam will consent to the establishment of special tribunals for the operation of a privileged code of law for foreign nationals, whether Moslem or otherwise. In these circumstances you are authorized to proceed as suggested in the third paragraph of your despatch, namely, to attempt to secure a strengthening of the wording of Article V of the draft Treaty, Sub-section 1 of which would then read as follows :—

> " (1) From the date of the coming into force of the present Treaty the subjects of one High Contracting Party who wish to trade in the territories of the other shall be amenable to the local laws and shall receive treatment not less favourable than that enjoyed by the subjects of the other High Contracting Party or the subjects or citizens of any other foreign country."

I have, &c.,
P. CUNLIFFE-LISTER.

C. 97857/32 [No. 230].

No. 290.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 7th November, 1932.)

(Secret.)
(No. 216.)

SIR, The Residency, Aden, 26th October, 1932.

I HAVE the honour to report that Mr. E. R. Bailey, who recently received permission from the Imam of Sana'a to visit him in connexion with the salt concession at Salif, arrived at Aden from Sana'a on the 18th October, 1932, as reported in Political Intelligence Summary No. 301 dated 19th October, 1932. He stated that the Imam, with whom he had had two interviews, had requested him to return to Aden for the ostensible purpose of ascertaining the reason for my delay in accepting his invitation to visit him for the conclusion of a treaty. The Imam apparently also wished him to sound me as far as he could on the questions raised in Article III as finally drafted by His Majesty's Government.

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* No. 286.

2. Mr. Bailey said that the Imam had shown him this draft, and that he appeared to be particularly concerned with the refusal of His Majesty's Government to agree to a consideration of his claims to the islands in the Red Sea during the period of the Treaty Mr. Bailey told me that he had, in reply to the Imam, disclaimed any knowledge of political questions, but had said that he felt certain that the British Government would not admit any claim to Perim; and that, as far as he knew, the remaining islands were international, and in any case were barren and worthless. The Imam replied that nevertheless they were part of the Yemen. Mr. Bailey informed me that the Imam made no reference to the other important point in Article III, namely the question of his rights, as opposed to mutual claims, in the Protectorate.

3. Mr. Bailey said that the Imam seemed to him to be keenly anxious for a treaty, but to be deterred by his hesitations about the third Article.

4. Mr. Bailey left Aden for Sana'a on 23rd October, and took with him a letter from me to the Imam, of which I enclose a copy, and which I trust that you will approve

5. The Imam's real motives for sending Mr. Bailey upon this rather vague mission are somewhat obscure. He obviously is extremely reluctant to accept the draft of His Majesty's Government of the third Article, and possibly he hoped that he might obtain some prospect of a modification of it through Mr. Bailey's intervention. On the subject of Mr. Bailey's salt concession he has adopted his usual attitude of [illegible] consider any business agreement with a British subject until after the conclusion of a treaty.

6. With regard to the question of the islands other than Perim, it occurs to me that a recognition of the Imam's nominal sovereignty over them, with adequate safeguards against their use as military or naval bases, and for the preservation of the lighthouses and of our special position in Kamaran, is a solution which might find acceptance by the interested Powers. I realize that no undertaking about these islands can be given to the Imam in the Treaty; but if you consider that the question might be broached with the other Powers concerned during the period of the Treaty, I suggest that I may be authorized (if I go to Sana'a) to agree to hear and to represent the Imam's views on this subject after the signature of the Treaty. If so, I should be careful not to give the Imam any promise, explicit or implied, that His Majesty's Government would accept or support his claims. I should simply consent to report his wishes for His Majesty's Government's consideration and for possible reference to the other signatories of the Treaty of Lausanne. An undertaking of this nature would gratify the Imam's *amour propre*, and may facilitate his acceptance of the third Article as drafted by His Majesty's Government.

7. I have naturally made no reference either in my letter to the Imam or in conversation with Mr. Bailey to the suggestion which I have submitted in the foregoing paragraph

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 290.

(No. C/596.)

YOUR HIGHNESS, The Residency, Aden, 22nd October, 1932.

I HAVE the honour to refer to my letter of 3rd September, 1932 (4th Jumad al Awwal 1351), on the subject of negotiations between His Majesty's Government and the Yemen for the conclusion of a treaty in which I elucidated as clearly as possible the reasons for His Majesty's Government's wording of the draft of Article III communicated to Your Highness in my letter of 7th May, 1932 (1st Moharrum 1351) and also the reasons why His Majesty's Government cannot go further in making their draft of this Article approximate to that contained in Your Highness's letter of 10th Rabi' ath Thani 1350.

Our mutual friend Mr. Bailey has now arrived in Aden fresh from an interview with Your Highness in Sana'a and informs me that Your Highness was anxious to know the reason of the delay in my visit to Your Highness.

If Your Highness refers to my last letter of 3rd September, 1932 (4th Jumad al Awwal) you will see that I expressed regret that my visit to Sana'a would be of no avail unless Your Highness is prepared to accept His Majesty's Government's wording of Article III.

I also referred Your Highness to the restriction on the overland route between the Yemen and Aden and expressed the view of His Majesty's Government that a continuance of this embargo would be incompatible with the friendly and conciliatory purposes of my proposed visit to you. In this connexion I draw Your Highness's attention to my letter of 21st June, 1932 (17th Safar 1351) relating to the outrage committed by the Subeihis near Dar am Farsha, to which I have not received a reply.

I am therefore waiting, firstly, for a reply from Your Highness accepting His Majesty's Government's wording of Article III and, secondly, for the raising of the overland trade embargo. Neither of these steps can be derogatory to Your Highness's dignity or dangerous to Your Highness's interests.

Immediately these two preliminary points are settled I shall accept with pleasure Your Highness's invitation to visit you at Sana'a, but the instructions of His Majesty's Government prevent me from doing so before they have been agreed to.

On the other hand if Your Highness unfortunately does not desire to continue the negotiations I request that you will write to me to this effect in order that I may inform His Majesty's Government.

Greetings.

B. R. REILLY,
Resident and Commander-in-Chief.

His Highness Imam Yahya bin Hamid Uddin, Sana'a.

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2. ZEIDI INCURSIONS INTO PROTECTORATE TERRITORY.

C. 89276/31 [No. 8].

No. 291.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 6th March, 1931.)

(Confidential.)
(No. 41.)

MY LORD, The Residency, Aden, 18th February, 1931.

I HAVE the honour to report that Zeidi intrigue and martial demonstrations in the direction of the Beihan region are causing anxiety. The region lies 160 miles north-east of Aden and beyond the Beida district which is now effectually under Zeidi control: most, if not all of it (existing maps are unreliable), is to the south of the "north-east line" prescribed by the Anglo-Turkish Convention of 1904. Our treaty with the Sherif of Beihan was made in 1903. The Imam's design, apart from his habitual one of occupying any vacuum left by our political control, is to establish his authority at a nodal point on the line of a future Zeidi penetration to the Hadhramaut. The Sherif with his neighbours and allies the Masa'bi tribesmen are hostile to a Zeidi advance, and have pestered us with reports—latterly confirmed—of Zeidi activities, and with requests for more armament and aeroplane support. Since 1926 they have received from us, in all, 162 rifles and 345,000 rounds of ammunition. But it seems fairly sure that unless we take further action, Zeidi initiatives from the north (Harib), west (Rada), and south (Beida) will depress local opposition and enable a Zeidi military occupation of Beihan Al Qasab, the Masa'bi settlement in the Wadi, which will then be extended to our ally's (the Sherif's) group of villages close by. It now takes 7 days for a letter and 12-14 days for an arms caravan to pass between Aden and Beihan. Desirable action by us would show that we wish to fulfil our treaty obligation, of protection to the Sherif, thus enhancing the value of his alliance with the Masa'bi while reducing the risk of military invasion by the Zeidis. It would be possible to notify the Imam that Zeidi aggression on Beihan would cause reprisals by us in the Yemen, but I am averse to this notification, which to be effective would have to take the form of an ultimatum, at this juncture. The alternative action is to send a British Officer to Beihan to study the military situation and capacity for local resistance, to construct, if possible, a landing ground there, and to report on the feasibility, by inter-tribal co-operation (*e.g.*, with the Aulaqi) or other measures, of creating an effective bar to further Zeidi advances. Lieutenant-Colonel Lake, Political Officer, is proceeding shortly to Nisab, the headquarters of the Upper Aulaqi confederation, and will endeavour to carry out this further mission to Beihan.

I have, &c.,
G. S. SYMES,
Resident, &c.

C. 89276/31 [No. 22].

No. 292.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 15th June, 1931.)

(No. 118.)

MY LORD, The Residency, Aden, 3rd June, 1931.

I HAVE the honour to refer to Sir Stewart Symes's despatch No. 41 of the 18th February, 1931,* on the subject of protective measures in the Wadi Beihan and to enclose a report by Lieutenant-Colonel Lake of his visit to that region in March last.

2. (Page of the report.) The question of the inclusion of the villages of Al 'Ain and Manawa in a scheme for the protection of the area from Zeidi aggression is being further examined by air reconnaissance over Masa'bi territory, not in Zeidi occupation, to the west and north-west of Wadi Beihan.

3. (Page of the report.) Air reconnaissances over villages in the Yemen that are already garrisoned by Zeidi troops would be regarded by the Imam as an unfriendly demonstration, and I do not propose to authorize them in present circumstances.

4. I consider it to be a matter of satisfaction that Lieutenant-Colonel Lake's visit to Beihan was so cordially received by the Chiefs and tribesmen in that region, who fully appreciate the added sense of security that it has occasioned, and I think that Lieutenant-Colonel Lake is to be congratulated on the success of his mission to which the valuable co-operation of the Officer Commanding British Forces in Aden greatly contributed.

I have, &c.,
B. R. REILLY,
Resident, &c.

Enclosure in No. 292.

REPORT ON A VISIT TO BEIHAN.

THIS report only deals with the actual visit to Beihan and the situation in Beihan from a political, defensive, and geographical point of view and does not touch on incidents in connexion with the journeys to and from Beihan (which are of less importance) a narrative of which will follow shortly

As I was given certain instructions to carry out (which are attached to this report) the report will commence by dealing with these instructions as briefly as possible.

2. A visit was paid first to the Sherif at his residence at An-Nuqub, 5 miles south-west of Seilan. We arrived at the Beihan frontier, travelling by the Eastern, or Hamami, route, on Saturday, 14th March, at a place called Bir Jafa'i. We were met by the two youngest sons of the Sherif, Awadth and Husein, by the Masa'bi Sheikhs, Ahmid Seif and Alawi Ahmed, the Bal-Harith Sheikhs, Ali Munassar and Husein Salih, Seyyid Muhsin bin Husein and all the leading Sheikhs of Beihan, with a strong mounted and dismounted escort of the Ahl Musa'bein and Bal-Harith.

We arrived at An-Nuqub at about midday on Sunday, 15th March, on approaching which our escort was reinforced by another contingent of Ahl Musa'bein, in view of the fact that Seyyid Salim bin Deiran, who is at feud with the Sherif and lives on the opposite bank of the Wadi about 600ˣ off, had threatened to fire on us, or so it was reported.

We were met by the Sherif, Ahmed bin Muhsin, with the usual ceremony, and given comfortable quarters in his house. Everyone, from the Sherif downwards was most hospitable and kind.

What was chiefly noticeable, from the time of our entry into Beihan territory, was (1) the unity of the various portions of which the personnel are composed, viz., Ashraf, Ahl Musa'bein, and Bal-Harith, and Seyyid Muhsin bin Husein and his followers, the most important of the Seyyids, (2) the orderly conduct and good manners of everyone, tribesmen and civilians, and (3) the evident pleasure with which our visit was regarded. With my previous experience of other portions of the Protectorate I was rather suspicious of the last, attributing it chiefly to the lust for "filthy lucre" and the hope of making what they could out of us. The begging attitude of Beihan Chiefs when they visit Aden also contributed to this suspicion. But I think I was wrong, as I never heard the word "Bakhshish" or "Fisah" from the time we entered Beihan to the time we left, except on the part of two soldiers of the Upper Aulaqi Sultan who had accompanied us. It was most refreshing after the importunity of personnel in the Upper Aulaqi Sultan's territory, of whom the Sultan and his Naqib were the worst.

* No. 291.

The tribal Sheikhs and tribesmen themselves, both of the Ahl Musa'bein and Bal-Harith, struck me as being of quite a different type from others in the Protectorate, and a better type altogether.

On Monday, 16th March, all the principal Sheikhs of the Musa'bein and Bal-Harith were brought up to me and I had a talk with them.

On Tuesday, 17th March, we left An-Nuqub for Ar-Rona, the residence of the Masa'bi Sheikh, Ahmed Seif, Ar-Rona is on the opposite bank of Wadi Beihan to Beihan Al-Qasab and about 500ˣ from it.

We reached there about midday, the distance from An-Nuqub being between 14 and 15 miles, and were received with the usual Arab ceremony. As at An-Nuqub, so at Ar-Rona, we were lodged in comfortable and clean quarters and treated very hospitably. Sherifs Awadh and Husein, and the Sherif's eldest son, Salih, and his brother, Nasir, accompanied us, as did Sheikh Ali Munassar of the Bal-Harith, and Sheikhs Ahmed Husein and Hishla bin Jabar of the Na'Aimi section of the Masa'bein. Both at An-Nuqub and Ar-Rona I discussed with the Ashraf and Ahl Musa'bein the question of the extent of military protection to be afforded by His Majesty's Government to the district of Beihan based on Sir Stewart Symes's decision to limit it to the Wadi system of villages. I repeated to them Sir Stewart Symes's decision which had already been communicated by letter. They pleaded the case of the Ahl-Na'im, of whom a portion live at Al'Ain and Manawa outside the limit of Wadi Beihan. As is known, the Zeidis at the end of last year attacked Manawa and have take dues off both Manawa and Al'Ain. Al'Ain is about 1½ hours from the nearest point in Wadi Beihan over the Mablaqah Pass, and about 4 hours from Beihan Al-Qasab and An-Nuqub.

Manawa is about 2 hours from the nearest point in Wadi Beihan, but the track is not passable for camels, and camel transport going from Wadi Beihan to Manawa has to go via the Mablaqah Pass and Al'Ain.

I am of opinion that both for political and strategical reasons these two villages should be included in the area to be defended against Zeidi aggression and that any attempt at Zeidi occupation of these two villages should be opposed. For political reasons, because the sections of the Ahl-Na'im who occupy that territory are a portion of the Ahl-Na'im inhabitating the Wadi Kharr (which should be considered as part of the Wadi Beihan) and are very closely connected with them. For strategical reasons, owing to the proximity of these two villages to the Wadi to the Wadi Beihan, and the threat to Beihan Zeidi occupation of them would cause.

While we were at Ar-Rona, a messenger was supposed to have brought news of another threatened attack on these places and Sheikh Hashla bin Jabar, was brought to me by the Na'imi Sheikh, Ahmed Husein, accompanied by the Masa'bi Sheikhs and the Sherif's sons, for orders as to the action to be adopted by them. I think the whole thing was faked and was put up as a test to hear my decision.

I told them that, until my return to Aden and the submission of my report, they must accept the Resident's decision that His Majesty's Government will give no assistance in the defence of areas other than the Wadi Beihan itself. I told them that they were at perfect liberty to undertake themselves the defence of these villages against Zeidi attack and the whole of the Ahl Masa'bein could support them if they so desired, but they must understand that there must be on no account any encroachment on their part into occupied Zeidi territory.

3. As mentioned previously, I found all parties in Beihan united in their determination to resist Zeidi domination and the Sherif-Masa'bi alliance on a firm footing. At the same time the Sherif took every opportunity to bring home to me the fact that His Majesty's Government had a treaty with him alone and that all matters in connexion with Beihan should, therefore, be dealt with through him. But in practice, he treated the Masa'bi Sheikhs as independent of him

Sheikh Alawi Ahmed, at one time the rival of the Masa'bi Sheikh and an intriguer with the Imamic Government, appeared to have quite changed his views. He was strongly anti-Zeidi and very friendly with both the Sherif and Sheikh Ahmed Seif. He is a man of strong personality, and of jovial, hearty demeanour and seemed to be a favourite with everyone. His change of attitude may be due to two causes. Firstly, his cold reception by the Imam in Sana'a and secondly an agreement at which he has arrived with Sheikh Ahmed Seif that they should go halves in everything. They got me to bear witness to this agreement, which I consented to do, explaining that I was very glad to see them united again, but that any arrangements to which they came amongst themselves did not concern us, and they must understand that we still recognize Ahmed Seif as the Masa'bi Chief.

As regards local defence against Zeidi attack, I am of opinion that, showing a united front as they would do, and taking into consideration the spirit and war-like

qualities of the Ahl Masa'bein and Bal-Harith, they are capable of defending themselves against Imamic aggression (except on a large scale) provided that they are adequately supplied with arms and ammunition. The tribesmen we saw all seemed to be well armed and to have full cartridge belts and I do not think that they really need any more of either just at present, though perhaps a small quantity of each to both the Sherif and the Masa'bi Sheikh as an encouragement to them in view of our recent visit would do good.

4. Now that there is a landing ground at Beihan Al-Qasab, ammunition can always be flown there in case of urgent necessity.

The Upper Aulaqi Sultan and his followers seem to have feeling of emnity against the Sherif and the Beihanis owing to a long-standing feud, and their antipathy came as a surprise to me. I do not think any reliance can be placed on the Upper Aulaqi Sultan going to the assistance of Beihan in case of Zeidi attack. I put the question direct to the Sultan, pointing out that it was to their advantage to support the Beihanis, as should the Zeidis succeed in establishing themselves in Beihan, the menace to Aulaqi territory would be a grave danger. He replied that they would support the Sherif only if actually ordered to by us, and that as for meeting any menace to Aulaqi territory by the Zeidis, the Aulaqis were one and united and quite capable of looking after their frontier provided they were adequately supported by His Majesty's Government.

5. The Zeidis dispositions at the time of our visit, were no different to those already known, viz., a headquarters at Al-Jauba, and garrisons at Darb al Ali, Harib, Murad, and the usual garrison at Rada'. While we were in Beihan, it was reported that Ahl 'Abid (in the vicinity of Marib) had received a letter from Ibn Saud telling them not to submit to the Imam and that they could expect assistance from him in the near future. The Imam is still trying to bring the Ahl 'Abid under his control and to take hostages off them, but without success.

As objectives for air actions the places mentioned above would be suitable, but as their locality is not accurately known, I suggest now that there is a landing ground in Beihan, that these places be flown over and pointed out by an intelligent Beihani, either one of the Sherif's younger sons, or Sheikh Kasim Admed, and be photographed. Other places, such as Al'Ain, Manawa, and Shaqir could also be identified.

Failing Sana'a itself, Rada' would be a desirable objective for bombardment.

6. Immediately we arrived at An-Nuqub, it was evident to Flight-Lieutenant Rickards that there was no piece of ground in the neighbourhood of the Sherif's residence suitable for a landing ground. I pointed this out to the Sherif, who was naturally very disappointed and also inclined at first to be a bit obstructive. He hinted at putting difficulties in our way in proceeding to Beihan Al-Qasab unless he was presented with a gun, and wanted me to wireless telegraph this to Aden and get a reply. I pointed out to him that, even if I did wireless telegraph his request to Aden, the Resident was not in a position to grant him a gun, but would have to get permission from His Majesty's Government. I also explained to him that, as far as the defence of Beihan was concerned, which was the primary object in constructing a landing ground, it was immaterial whether it was at An-Nuqub or Beihan Al-Qasab. However, the old man, who is really in his dotage, soon came round after he had been taken in hand by his two younger sons, Awadh and Husein, who more or less told him to keep quiet and not talk nonsense, and in the end he was quite satisfied and gave us every assistance. He is rather naturally afraid, I think, that the presence of a landing ground actually at the door of the Masa'bi Sheikh's residence, will give the latter, already the most powerful and influential Chief in Beihan, still more influence.

He asked that, any time it was decided that a machine should land in Beihan, he might be informed first. I told him that this would be done when possible, but that as a rule it would not be feasible.

Flight-Lieutenant Rickards made a landing ground at Ar-Rona, where the Masa'bi Sheikh lives.

7. From the time of our arrival in Nisab, it was made clear to us that we could expect a certain amount of opposition to our visit to Beihan on the part of Seyyid Salim bin Ahmid bin Deiran, not due to any hostility towards His Majesty's Government but owing to a feud he had with the Sherif and the fact that he refused to recognize the Sherif as the Chief of Beihan. While we were at Nisab, he paid a visit to the Upper Aulaqi Sultan at An-Nuqub, and I heard afterwards that he had expressed a desire to visit me at Nisab with a view to asking me to try to settle his dispute with the Sherif, but he was not permitted to do so and returned to Beihan.

It was clear, however, that he could make no active opposition to us as his following does not consist of more than about 10 men. He lives at Al 'Ate, a small village on the opposite bank of the Wadi to An-Nuqub and about 600× from it.

While we were at An-Nuqub, the Sherif expressed a desire to patch up his quarrel with the Seyyid, and later on, at Ar-Rona, Sheikh Ahmed Seir Al-Masa'bi told me that he was going to try to arbitrate between them.

8. The Sherif made clear his intention to abdicate in favour of his youngest son, Husein, and wished the turban to be placed on the latter's head in my presence, while all the chief Sheikhs and notables of Beihan were on the spot. I did not agree to this and advised his writing in officially to the Resident about it before taking any action. The Sherif's abdication will be all for the good as he is too old now to carry out multifarious duties of a Chief and has not got the grip of affairs which he used to have though he still commands the respect and affection of his subjects.

His choice of Husein is a good one. He is the most intelligent and active of his sons and universally popular.

9. We accepted invitations to lunch with Sheikh Alawi Ahmed at Al-'Ailan, which is part of Beihan Al-Qasab, with Sheikh Ahmed Husein, the Chief of Ahl-Aa'im at Al-Ahmar in the Wadi Kharr, about one hour from Beihan Al-Qasab, the Shiekh Ali Munassar, the Chief of Bal-Harith, at Ad-Dur. I was particularly impressed with the latter.

10. The track between An-Nuqub and Beihan Al-Qasab is passable for motor traffic and the Sherif expressed a desire, now that there was a landing ground at Beihan Al-Qasab, to possess a car, either as a free gift or by purchase with an advance from His Majesty's Government, so that he could always send a representative quickly if a machine was going to land. I gave him no hope of his obtaining one free, and advised him to address an official letter to the Residency Office.

11. Seyyid Muhsin bin Husein, one of the most influential of the Sada of Beihan, was always a great help to us, and always ready to give us information and do things for our comfort. He has a large tract of country between Bilad Al-Ashraf and Bilad Al-Musa'bein, and his chief villages are Al-Henu and Al-Hajar on each bank of the Wadi. There are extensive Himyarite ruins in his territory called Hajar Al-Hameld. His uncle used to receive arms and ammunition from us when he was alive, and Seyyid Muhsin visited Aden about 9 months ago for this purpose, and being refused, and being rightly told that the privilege only held good during the lifetime of his uncle, went away disappointed and discontented.

Should he visit Aden again, I recommend that he should be given a small quantity of ammunition in return for his assistance to us.

12. One of my first inquiries on arrival in Beihan territory was after Qadhi Atiq, and I was told he was dead. His son, Admid, is now Qadhi of Harib, and paid a visit to Beihan Al-Qasab while we were there. I just met him on our way to lunch with Sheikh Alawi Ahmed and he made an appointment to come and see me in the Masa'bi Sheikh's house one night, but as he arrived late and I had gone to bed, I missed him.

13. From the time we entered Beihan until the time we left, the people of Beihan from the Chiefs downwards could not do enough for us. Should we halt to bivouac for the night, it was " Beihani Asakar " who brought us firewood, lamps, and other necessaries, which duties they would not permit our servants to perform. The control the Chiefs had was most noticeable, especially on the march and in the villages, and we were always protected from petty annoyances such as tribesmen crowding round, individuals asking for presents, &c., which is often a feature of the inhabitants of other tribes.

There was no case of any Chief or anyone else asking for a present, neither were we permitted to pay any escort fees, and our escorts were large, not for safety's sake, but as " Sharaf " to us. On bidding farewell to the Beihan Chiefs, I handed over $500 to Sherif Husein bin Ahmed and Sheikh Ahmed Al-Masa'bi as presents to various individuals of whom I attach a list.* I was very sorry to say good-bye to them all and had them all up and thanked them.

M. C. LAKE,
Political Officer.

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* Not printed here.

C. 89291/31 [No. 1].

No. 293.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 17th August, 1931.)

[*Answered by No.* 297.]

(Secret.)
(No. 160.)

MY LORD, The Residency, Aden, 5th August, 1931.

I HAVE the honour to refer to Sir Stewart Symes's despatch No. 41 of the 18th February, 1931,* and to Lieutenant-Colonel Reilly's despatch No. 118 of the 3rd June, 1931,† on the subject of Zeidi activities in the region of Wadi Beihan and of the measures that would be necessary to check them.

2. The extent and progress of the spread of Zeidi influence in that region during the present year have been described in Political Intelligence Summaries, paragraphs 1399, 1491, 1541, 1547, 1567, 1572, 1581, 1584, and 1585. In regard to the recent Zeidi occupation of certain Masa'bi villages in the Al'Ain area, I have lately received information of undoubted accuracy that during the first fortnight of last month Zeidi forces from Darb al Ali in the Wadi Harib, reinforced by regular troops from Al Jauba, seized and are still in occupation of virtually the whole of the Al'Ain region, that is Masa'bi territory, containing about 10 small villages with their cultivated lands, and comprising an area of perhaps 10 square miles. I am also informed that the majority of the inhabitants of that region, excepting the aged and infirm, have taken refuge in the Wadi Beihan.

3. For Your Lordship's better appreciation of the situation I enclose herewith a sketch map‡ of the Wadis Beihan and Harib, prepared from recent reconnaissances, and three aerial photographs‡ showing the position of the Zeidi headquarter village of Darb al Ali in relation to Al'Ain, which is a group of Masa'bi villages previously erroneously described as "the village of Al-Ain"

4. In regard to the question whether Al'Ain should be included in a scheme for the protection of Beihan, the reconnaissances referred to in paragraph 2 of Lieutenant-Colonel Reilly's despatch of the 3rd June, 1931, and illustrated by the enclosures hereto, have shown that the area can be readily identified from the air. It is in fact detached from Wadi Harib (of which the permanent occupation of the Zeidis is not a matter of dispute), and is separated from it by the line of low hills that include Heid Shaqir and Husn Obeid (*q.v.*).

5. Politically, the Masa'bi Chiefs are closely allied with the Sherif of Beihan by ties of common interest and habitat and, more formally, by undertakings between them to co-operate in the face of threatened Zeidi aggression; and it is no exaggeration to say that it would be impossible for the Sherif to stand alone without the support of the Masa'bi tribesmen, who are in a large numerical majority in Wadi Beihan itself, and who in fact form his mainstay. Acquiescence in the Zeidi occupation of this important Masa'bi area would tend to alienate the sympathies of the tribe, and have a most unfortunate effect on British prestige in the Protectorate, particularly in view of the continued occupation of the Dhaher section of the Audhali territory by the Imam's forces, based on Beidha.

6. I therefore recommend to Your Lordship that a formal note should be addressed to the Imam, a draft (A) of which I attach for Your Lordship's approval, requiring him to withdraw from Al'Ain. If the Iman should fail to do so or if the reply received from him is unfavourable, I further recommend that a formal ultimatum, a draft (B) of which I attach for Your Lordship's approval, should be addressed to him requiring his withdrawal within a specified period under the penalty of the destruction by bombing of Darb al Ali, Al Jauba, and any other Zeidi garrison towns that can be discovered in the near vicinity.

7. It is envisaged that air attack against the places specified will be carried out in conjunction with tribal forces on the ground on the lines of the plan of operations successfully put into effect during the Dhala' operations of 1928.

* No. 291. † No. 292. ‡ Not reproduced.

8. I venture to suggest that Lieutenant-Colonel Reilly, to whom I have sent a copy of this despatch, should be invited to discuss these recommendations with Your Lordship, and to request that I may be given Your Lordship's instructions by telegram.

I have, &c.,
H. M. WIGHT-WICK,
Acting Resident, &c.

P.S.—I have discussed these recommendations with the Officer Commanding British Forces in Aden who is in agreement with them.

(Intld.) H. M. W.

Enclosure 1 in No. 293.

DRAFT A.

His Highness Imam Yehia bin Muhammad Hamid Uddin,
Sana'a.

YOUR HIGHNESS,

I HAVE the honour to inform Your Highness that I am directed by His Majesty's Government to draw Your Highness's attention to the fact that during the first fortnight of July, 1931 (Arabic date), Your Highness's Amil at Darb al Ali in the Wadi Harib directed forces under his command to attack and occupy territory and villages to the east of Wadi Harib and known as Al'Ain, that the attack was duly carried out, and that the territory and villages referred to are still occupied by Your Highness's forces.

I am to say that this territory and these villages, which include Al Hajb, Akrima, 'Atwa, Al Waiti, Qariet, Beihan, Darb al Amr, Tamra, 'Aqrah, Shaqir, and others, belong to the Masa'bi tribe, who, being the near neighbours and traditional allies of the Sherif of Beihan are considered to be under the protection of His Majesty's Government by virtue of the treaty existing between His Majesty's Government and the Sherif of Beihan.

Believing that Your Highness was not fully aware of these circumstances, and that this aggression by the Amil of Harib may have been carried out without Your Highness's prior consent; and relying on Your Highness's repeated expression of good will towards His Majesty's Government, His Majesty's Government have directed me to convey to Your Highness their formal protest against the said action of the Amil of Harib, and their request that Your Highness will take immediate steps to effect the complete withdrawal of Your Highness's forces from all the said territory and villages of the Masa'bi tribe, and to prevent any further encroachment by Your Highness's forces into the territories of Chiefs under the protection of His Majesty's Government.

I take this opportunity of conveying to Your Highness the expression of my sincere esteem.

Acting Resident.

Enclosure 2 in No. 293.

DRAFT B.

His Highness Imam Yehia bin Muhammad Hamid Uddin,
Sana'a.

YOUR HIGHNESS,

I AM directed by His Majesty's Government to refer Your Highness to my note of the ..... and to state that in view of Your Highness's failure to comply with their request to withdraw from Masa'bi territory and villages at Al'Ain (or) (the unsatisfactory nature of Your Highness's reply to their request to withdraw from Masa'bi territory and villages at Al'Ain), they are reluctantly compelled to insist on the said withdrawal.

I am therefore to inform Your Highness that if the terms of my note of the ..... are not fully complied with before the (date at one month's notice from the probable date of the Imam's receipt of the ultimatum) the towns of Al Jauba and Darb al Ali and any other places in their vicinity which it may be deemed necessary to attack, will be destroyed by bombing from the air.

Acting Resident.

No. 294.

C. 89291/31 [No. 2].

COLONIAL OFFICE to LIEUTENANT-COLONEL B. R. REILLY.

[*Answered by No.* 295.]

SIR, Downing Street, 21st August, 1931.

I AM directed by Lord Passfield to refer to Major Wight-Wick's Secret despatch of the 5th August,* a copy of which was sent to you direct, regarding the Zeidi encroachment into the Al'Ain region, and to inform you that His Lordship will be glad to receive your observations on this despatch at your early convenience.

I am, &c.,
H. R. COWELL

C. 89291/31 [No. 3].

No. 295.

LIEUTENANT-COLONEL B. R. REILLY to COLONIAL OFFICE.

SIR, Royal Northern Club, Aberdeen, 25th August, 1931

IN reply to your letter dated 21st August, 1931,† I have the honour to submit my observations on Major Wight-Wick's Secret despatch of the 5th of August,* regarding the Zeidi encroachment into the Al'Ain region.

The first point for decision is the question whether the Al'Ain district can properly be regarded as being within the Aden Protectorate. The boundary of the Protectorate has never been defined in this area, about which little accurate information has been available until recently. Colonel Lake's visit to Beihan early in the present year and aerial reconnaissances have now given us clearer knowledge of the local conditions and the geography of the district. The only Chief in it with whom we have a Protectorate treaty is the Sherif of Beihan, and the question to be decided is whether our obligations to this Chief involve the protection of the Masa'bi territory, and, if so, whether the outlying Masa'bi villages of Al'Ain should be protected.

The first part of this question has already been carefully considered both by Sir Stewart Symes and by myself, and has been discussed in despatches from Aden. Our conclusion was that the Masa'bis are so closely connected with the Sherif both politically and geographically, and he is so dependent on their co-operation and support for the maintenance of his independence and authority that the Sherif's territory and the Masa'bi territory in the Wadi Beihan must in practice be treated as a single unit, and protection of the former must, to be effective, be extended to the latter also. The Masa'bi tribe is not, however, entirely confined to the Wadi Beihan. There are outlying Masa'bi villages to the north and west of the valley. In my opinion our commitments to the Masa'bis (to whom we have no direct treaty obligations) should be limited to the Beihan area, and we should not attempt the defence of their remote settlements in the Wadi Hasib district. On this principle I was in favour of excluding Al'Ain from our protection, but I took this view subject to the result of further aerial reconnaissance. The additional information that has since been obtained has shown that Al-Ain is not a single village, but a group of villages, separated from the Wadi Hasib by a line of hills and forming politically an integral part of the main Masa'bi tribal territory. In the light of this further information I am disposed to agree with the Acting Resident that Al'Ain should be included in our protection for the following reasons:—

(1) It appears that Al'Ain is more important and more closely connected with the main Masa'bi tribe than was at first supposed.
(2) We have an example of divided control in the Audhali tribe, part of which is under Zeidi rule and part independent under British protection. This division leads to frequent intrigue and unrest, and it would be very undesirable to have a repetition of this unsatisfactory position in another part of the Protectorate.
(3) Experience has shown that acquiescence in a Zeidi occupation of one portion of Masa'bi territory is likely to be followed by an attack on the remainder of it. The complete subjugation of the Masa'bis would make it impossible for the Sherif of Beihan to maintain his independence, and would give the Zeidis effective control of the whole Beihan area. This would in turn expose the Upper Aulaqi territory to attack, and would open to the Imam a line of advance to the Hadramaut.

* No. 293. † No 294.

I think, therefore, that Major Wight-Wick is right in considering that the Zeidi advance towards Beihan must be checked, and that we should not acquiesce in the occupation of Al'Ain. I agree with his recommendation that a formal protest should be addressed to the Imam, and that it should, if necessary, be followed up by air action. Long experience has proved that protests unaccompanied by action have no effect on the Imam. He is in the present instance pursuing his established policy of seizing all territory on his borders which is not effectively defended, and he will relinquish it only if he is convinced that refusal to do so will expose him to active reprisals.

Air action, if it becomes necessary, can be localized, as it was in 1925 and 1928, and does not imply a war which would involve the whole frontier. Our general relations with the Imam will remain much as they have been, while our position in Aden Protectorate is improved by proof that we are able and willing to defend it.

These remarks are, of course, subject to the Officer Commanding British Forces in Aden, being satisfied that he can carry out the proposed air action effectively, and to the Air Ministry's approval of his doing so.

Subject to this condition I support Major Wight-Wick's proposals.

I regret the delay in replying to your letter, which is due to my absence from London. I expect to return there early next week. I shall then be at Wilton (near Salisbury) until 14th September, after which I expect to be in London until I leave for Aden on 24th September.

I am, &c.,
B. R. REILLY.

C. 89291/31 [No. 6].

No. 296.

THE ACTING RESIDENT to THE SECRETARY OF STATE

(Received 10.11 a.m., 9th September, 1931.)

TELEGRAM.

(Paraphrase.)

No. 10. 9TH SEPTEMBER. With reference to telegrams to Foreign Office of 4th and (figure omitted) September from Charge d'Affaires, Jeddah, regarding the strained relations on the Asir Frontier between Ibn Saud and the Imam of which I have independent confirmatory information. I submit that the action proposed in my despatch No. 160 of 5th August,* to effect the withdrawal from Masa'bi Territory of Imamic Force should be taken without delay during the Imam's pre-occupation in the north.

C. 89291/31 [No. 10].

No. 297.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Sent 9 p.m., 15th September, 1931.)

TELEGRAM.

[*Answered by No.* 298.]

No. 31. SECRET. Reference your despatch of 5th August, No. 160.* Question has been discussed with Departments concerned and you are authorized to take action which you have proposed with the following qualification.

With a view to saving further delay ultimatum should be combined with protest and Imam should be informed that air action will be taken two weeks from the date of the despatch of letter to him if he fails to withdraw his forces within that period.

* No. 293.

Drafts A and B forwarded with your despatch should be combined for this purpose. First paragraph of draft B should be deleted and second paragraph of draft B, amended as follows, should be inserted before final sentence of draft A, viz., " I am to inform your Highness that if this request is not fully complied with within two weeks from the date of this letter the town of Al Jauba, &c.," and continue as in your draft. Draft A should begin at " I am directed."—THOMAS.

C. 89291/31 [No. 15].

No. 298.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 6 a.m., 21st September, 1931.)

TELEGRAM.

[*Answered by No.* 299.]

(Paraphrase.)

No. 13. 21ST SEPTEMBER. Your telegram No. 31 of the 16th September.* I urge strongly inclusion in proposed communication to Imam of similar protest and ultimatum with regard to his occupation of Audhali Dhaher (see animadversion in my despatch No. 160 of 5th August),† his failure to withdraw from which should be followed by the bombing of Beidha. Officer Commanding the Troops concurs.

Personal investigation by Lake at Laudar on 19th September indicates that Audhalis are eager and able to co-operate, and increasing pre-occupation of Imam on Asir frontier provides unique opportunity. Lake will organize and control tribal co-operation.

Under provocation of Zeidi raid(s) on 5th September Masa'bis attempted to re-occupy Al'Ain but were compelled to retire in front of reinforcement from Al Jauba taking seven prisoners.

The situation now requires urgent action, and I shall be glad to receive immediate telegraphic authority for above proposal pending which the despatch of communication to Imam has been postponed.

C. 89291/31 [No. 16].

No. 299.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Sent 3.10 p.m., 23rd September, 1931.)

TELEGRAM.

[*Answered by No* 302.]

(Paraphrase.)

No. 35. REFERENCE your telegram No. 13 of 21st September.‡ Question of including reference to Audhali district in proposed ultimatum was fully considered before my telegram No. 31 of 15th September* was sent, and it was decided that two questions to which different considerations apply should not be linked together. Reconsideration of this decision would involve consultation with other departments concerned and in present circumstances unavoidable delay. Further postponement of proposed action regarding Al'Ain area would be undesirable. You should carry out instructions contained in my telegram No. 31 and leave Audhali question to be further considered on Reilly's return with whom matter has been discussed.—THOMAS.

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* No. 297. † No. 293. ‡ No. 298.

C. 89291/31 [No. 22].

No. 300.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 8.50 a m., 28th September, 1931.)

TELEGRAM.

No. 16. 28TH SEPTEMBER. Ultimatum demanding evacuation of Masa'bi territory by the Imam not later than 10th October was despatched viâ Qataba on 25th September.

Preparations are being made for air attack on Zeidi garrison towns in the vicinity and tribal co-operation to enforce evacuation on expiration of ultimatum.

Please refer to paragraph 1,589 of my Political Intelligence Summary.

Addressed to Jeddah No. 15 and repeated to Colonial Office.

C. 89291/31 [No. 28].

No. 301.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 3.33 p.m., 8th October, 1931.)

TELEGRAM.

[*Answered by No.* 305.]

(Paraphrase.)

No. 19. 8TH OCTOBER. Your telegram No. 31 of the 16th September.* Zeidis have evacuated Al 'Ain but looted livestock and other property in area and destroyed village. In order to obtain restitution it may still be necessary to carry out air action as already arranged.

In a letter received yesterday the Imam professes ignorance of what has been occurring at Al 'Ain and does not mention evacuation, though it was, I feel convinced, effected under his orders.

C. 89291/31 [No. 34].

No. 302.

THE ACTING RESIDENT to THE SECRETARY OF STATE.

(Received 10.48 a.m., 9th October, 1931.)

TELEGRAM.

[*Answered by No.* 304.]

(Paraphrase.)

No. 20. 9TH OCTOBER. Reference your telegram of the 23rd September.† Have given further consideration to question of dealing with Audhali (corrupt group?) present time and for the following reasons I am in favour of doing so at once :—

(1) Constant unrest and intrigue in the tribes is caused by the present division of control of this territory.

(2) Our acquiescence in Zeidi occupation and in continued retention of Audhali hostages by Imam is a breach of our Treaty obligations to a tribe which incidentally provides some of best material for recruitment for armed police and Protectorate levies.

(3) We have had no success with our efforts to settle frontier question by negotiation and there is no immediate prospect of their being successful as a deadlock has been reached in the negotiations.

(4) In any resumed negotiations the continued Zeidi occupation of this part of the Protectorate will be an obstacle.

(5) An opportunity of raising this question with the Imam and of insisting on completion of his withdrawal from the Protectorate is afforded by the recent Zeidi invasion and devastation of Al 'Ain.

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* No. 297. † No. 299.

(6) My telegram No. 19* reports the retirement of the Zeidi from Al 'Ain on threat of air operations. This retirement suggests that in order to avoid air action the Imam is willing to make sacrifices and he may also do so in Audhali country.

(7) If we eject Zeidi now when they have given recent provocation it will be better than to do so later when it may be more difficult to show immediate cause for air action to be taken.

(8) It is reported that Audhalis are now able and willing to co-operate with us.

Some of these reasons should, I suggest, suffice to satisfy Italy that we are not by this committing an act of aggression against the Imam, but undertaking an operation with regard to part of Aden Protectorate after a prolonged period of patience when we have failed in our efforts to find a peaceful solution and when fresh aggressions have recently been committed by Zeidis.

If you approve my views I request authorization to address Imam at once to effect that His Majesty's Government, for reasons based on three and five, have decided that they cannot acquiesce in his continued retention of tribal territory which is under British protection and of hostages from that territory, and requesting that he will order withdrawal from all Audhali districts now held by his troops and return within fourteen days of Audhali hostages. His Majesty's Government failing this will be compelled reluctantly to take measures by bombing local Zeidi bases to enforce withdrawal.

As I consider it advisable not to let the present opportunity of clearing up this question be missed I shall be grateful for immediate reply.

These proposals have the concurrence of Group Captain Boyd.

C. 89291/31 [No. 35].

No. 303.

COLONIAL OFFICE to ADMIRALTY.

(Confidential.)

SIR, Downing Street, 10th October, 1931.

I AM directed by Mr. Secretary Thomas to refer to the letter from this Department of the 24th September,† and to transmit to you, for the information of the Lords Commissioners of the Admiralty the accompanying copy of a telegram‡ from the Acting Resident at Aden regarding the encroachments of the Iman of the Yemen on the Audhali district of the Aden Protectorate.

2. In this connexion I am to invite attention to recommendation (1) of the meeting of the Standing Official Sub-Committee of the Committee of Imperial Defence for questions concerning the Middle East, which was held on the 14th September.§ Copies of subsequent telegraphic correspondence with the Acting Resident regarding his proposals for taking action as regards the Audhali territory similar to that authorized in respect of the Al 'Ain encroachment were communicated to you in the letter from this Department under reference.

3. Having regard to the previous decision reached on this matter, Mr. Thomas is not disposed, for his part, to concur in the proposal now submitted by the Acting Resident for the issue of an ultimatum to the Imam in respect of his encroachments in the Audhali district. He would suggest, therefore, subject to the concurrence of Their Lordships that a telegraphic reply should be sent to the Acting Resident to the effect that it is regretted that his proposal cannot be approved and that the matter must await consideration by Colonel Reilly, the Resident, on his return to Aden, when a full statement as to the position and the reasons for action by aircraft, if Colonel Reilly then wishes to recommend that, should be sent by despatch.

4. Mr. Thomas would be glad to learn at your earliest convenience whether Their Lordships concur in this proposal.

5. Similar letters have been addressed to the Air Ministry, the Foreign Office, the War Office, and the India Office.

I am, &c.,
C. A. C. CLIFFE.

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* No. 301. † C. 89291/31 [No. 17]: not printed. ‡ No. 302. § No. 4.

C. 89291/31 [No. 40].

No. 304.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Sent 8 p.m., 12th October, 1931.)

TELEGRAM.

[*Answered by No.* 306.]

(Paraphrase.)

No. 39. REFERENCE your telegram 9th of October* concerning Audhali question. I regret that proposal to address Imam immediately cannot be approved. The matter must await consideration by the Resident on his return to the Protectorate when a full statement with regard to the position and the reasons for action by aircraft, if he then desires to recommend that action, should be forwarded to me.—THOMAS.

C. 89291/31 [No. 41].

No. 305.

THE SECRETARY OF STATE to THE ACTING RESIDENT.

(Sent 8 p.m., 12th October, 1931.)

TELEGRAM.

[*Answered by No.* 306.]

(Paraphrase.)

No. 40. REFERENCE your telegram 8th of October† regarding Al 'Ain. Question of threat of taking further air action to effect restitution is receiving consideration, and I will communicate further with you by telegraph as soon as possible. In any case, however, due notice to Imam would be necessary, and if you have not yet made demand it would probably be better to wait until I am in a position to advise you whether His Majesty's Government are prepared to approve air action, in which case you can inform Imam accordingly when making the demand. I should be glad to be informed of the latest position, and, if you recommend ultimatum with threat of air action, what period of notice you suggest.—THOMAS.

C. 89291/31 [No. 61].

No. 306.

THE RESIDENT to THE SECRETARY OF STATE.

(Received 1.42 p.m., 15th October, 1931.)

TELEGRAM.

(Paraphrase.)

No. 21. 15TH OCTOBER. Your telegrams of 13th October, No. 39‡ and No. 40.§ By last mail from England there reached me a letter which the Imam had sent to me in London enclosing new draft of *Paternal* [Fraternal] Treaty with His Majesty's Government. His letter is dated 2nd September. It did not, however, reach London until after my departure. It is stated by the Imam that his draft agrees in form and in effect with that which Symes sent him on 11th November, 1929. It does in fact closely resemble Symes' draft with the addition of some clauses based on previous drafts, but it contains some material differences, besides several verbal alterations, especially (1) a proposed term of forty years, (2) the addition of " the Islands of the Yemen " to Imam's claims are reserved for subsequent settlement, (3) a reference to his " rights " in these regions in distinction to his " Claim " referred to in Symes' draft. But the draft as a whole is so great an advance on Imam's part that I now withdraw my previous recommendation for action regarding Audhali question and reparations in Al 'Ain. I am sending suitable acknowledgment to Imam. Despatch follows by next mail.

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* No. 302. † No. 301. ‡ No. 304. § No. 305.

C. 89291/31 [No. 62].

No. 307.

MR. A. C. C. PARKINSON (COLONIAL OFFICE)

to

MAJOR N. G. HIND (SECRETARY, OFFICIAL SUB-COMMITTEE FOR QUESTIONS CONCERNING THE MIDDLE EAST).

DEAR HIND, Downing Street, 15th October, 1931.

I HAVE been trying to get you by telephone but I understand that you will not be available at your Office until to-morrow morning.

We have now received a long telegram from Colonel Reilly himself, in which he answers both the interim telegram about Al 'Ain and also the other telegram which was sent about the Audhali area. I do not think that you have a copy of the telegram which we sent about the Audhali area, but you will remember that at the meeting of our Sub-Committee I took the opportunity to make sure from the representatives of the various Departments that there would be no objection to the Colonial Office telegraphing to the Acting-Resident to the effect that the Audhali question must await the return of Colonel Reilly, and that the Acting-Resident's proposal for immediate air action to secure evacuation of that territory could not be approved.

I enclose a copy of the telegram* from Colonel Reilly which, as you will see, is very satisfactory, inasmuch as he now has received an offer from the Imam for a treaty and he definitely withdraws his previous recommendation for action regarding both the Audhali question and for " reparations " in Al 'Ain.

This telegram entirely alters the position with regard to what had been proposed by the Official Sub-Committee in regard to Al 'Ain. Obviously no action is now required, and we must await the despatch promised by Colonel Reilly.

I ascertained that the Foreign Office had not actually sent to Lord Reading his copy of M.E. (M.) 6, covering the report and recommendation of the Official Sub-Committee (M.E. (O.) 29). I have, therefore, asked Warner, in the absence of Rendel, to keep it back for the time being. Sir Samuel Wilson had not yet forwarded Mr. Thomas's copy, and so that is also being held back. The Air Ministry, I find, had already obtained Sir Philip Sassoon's approval, and you yourself sent me a note to-day saying that Sir Samuel Hoare had approved for his part. Actually, as I understand, the intention was not that individual Ministers should signify their approval individually, but that the matter should wait until the Ministerial Sub-Committee could be assembled. That, however, does not now matter. I suggest that, if Sir Maurice Hankey sees no objection, a further note should be issued by you to the members of the Ministerial Sub-Committee in continuation of M.E. (M.) 6, giving the substance of the new telegram from Colonel Reilly, so far as it affects Al 'Ain, and explaining that, in the altered circumstances, no question of proceeding with the proposal for an ultimatum to the Imam, accompanied by a threat of air action, arises.

Yours, &c.,
A. C. C. PARKINSON

E. DEFENCE.

C. 91902/1/32 [No. 7].

No. 308.

MR. C. G. EVANS (AIR MINISTRY)

to

MR. H. R. COWELL (COLONIAL OFFICE).

[*Answered by No.* 309.]

Air Ministry, Adastral House,
MY DEAR COWELL, Kingsway, W.C.2, 26th May, 1932.

As you are probably aware a defence scheme for Aden is in course of preparation and the draft has been circulated to the members of the Oversea Defence Committee. We are in some doubt as to the basis on which would rest the provisions as

* No. 306.

to censorship, arrest, deportation, control of foodstuffs, &c.; and in general those various powers which would correspond to those provided by D.O.R.A. in this country.

When the Defence Order in Council was made in May, 1928, there was some suggestion that Aden should be included in its application. The India Office, however, then expressed the view that if the Resident was to be empowered to issue regulations of that type it was preferable that he should do so in exercise of authority conferred by Indian legislation and that so long as Aden remained legally part of India there would be strong objection to the application to it of the Defence Order in Council. It was urged by the India Office that in case of emergency the Governor-General of India would deal with the situation by the issue of an Ordinance under Section 72 of the Government of India Act (see Colonial Office letter to Air Ministry of 3rd May, 1928*). Since then the situation has been changed by the enactment of the Government of India (Aden) Act, 1929, and by the subsequent S. R. and O. made thereunder (No. 977 of 1929), whereby the superintendence, direction, and control of the military government of Aden, including every dependency of Aden, was transferred to and vested in the Resident and Commander-in-Chief at Aden.

I am not clear, however (and anyhow it would be a matter for the legal experts of the Colonial Office and the India Office to determine) whether the Government of India (Aden) Act makes it possible and practicable to apply to Aden the Defence Order in Council: or whether it is still necessary, or at least preferable in view of the bearing of the emergency powers upon the working of the civil government at Aden, to base them on some authority conferred by Indian legislation. If this is the case, we shall be glad to be advised as to what authority exists for the purpose. I see that the powers taken under Section 72 of the Government of India Act would only be operative for six months.

No doubt within that period an extension of the powers could be obtained, but some authority not subject to the time limit, if it exists, would be preferable.

Yours, &c.,
C. G. EVANS.

C. 91902/1/32 [No. 7A].

No. 309.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. C. G. EVANS (AIR MINISTRY).

[*Answered by No.* 310.]

MY DEAR EVANS, Downing Street, 15th June, 1932.

I MUST apologize for the delay in replying to your letter of the 26th May,† regarding the Aden Defence Scheme. I kept this back to discuss with Laithwaite since it appeared to me that the question at issue was one to be settled between the Air Ministry and the India Office. So far as we are concerned, provided that the necessary powers exist to provide for censorship, arrest and so on, it seemed a matter of administrative convenience that in the Settlement of Aden itself they should be conferred by Indian legislation. The question of the adequacy of any such powers would become on this understanding a matter for arrangement between yourselves and the India Office. In these circumstances, I have handed your letter on to Laithwaite, who will communicate with you himself.

Yours, &c.,
H. R. COWELL.

* C. 50184/28 [No. 16]: not printed.

† No. 308.

C 91902/1 32 [No. 9].

No. 310.

MR. C. G. EVANS (AIR MINISTRY)

to

MR. H. R. COWELL (COLONIAL OFFICE).

[*Answered by No.* 312.]

Air Ministry, Adastral House,
Kingsway, W.C.2, 16th June, 1932.

MY DEAR COWELL,

MANY thanks for your letter of the 15th June.*

I was prepared for your taking the view that the subject could be more conveniently discussed direct between us and the India Office. As, however, the Colonial Office is the primary mentor of the Air Ministry at Aden, I thought it better to take it up with you in the first instance.

Anyhow, I am not clear how Indian legislation is going to cover emergency powers in the Protectorate as distinct from the Settlement of Aden. But this can wait until we have explored the general question with Laithwaite.

Yours, &c.,
CHARLES EVANS.

C. 91902/1/32 [No. 8].

No. 311.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

(Secret.)

Downing Street, 24th June, 1932.

MY DEAR LAITHWAITE,

SINCE I wrote to you on the 15th June,† enclosing a copy of Evans's letter‡ about the Aden Defence Scheme, I have been looking into the question of the possibility of making provision in the Aden Protectorate for censorship and the other matters with which Evans's letter deals.

You will remember that at the discussion which took place on the 15th you told us that the Government of India would not be likely to raise any objection to the issue of an Order in Council making provision for such matters in the Protectorate, and, if necessary, would not object to the repeal of the Orders issued by the Governor-General in Council under the Foreign Jurisdiction Act.

I have not been able to ascertain exactly what is the position in this regard in the Protectorate, but it is explained in general terms in the despatch from the Secretary of State for the Colonies to the Acting Resident dated the 29th of September, 1928,‡ of which you doubtless have a copy in our Office Print Middle East No. 22. Reference is made in that despatch to Orders issued in a Foreign Department notification printed in Macpherson's "British Enactments," Volume 4, but our Library have not been able to obtain a copy of those Orders, although I understand that they have applied to the India Office Library. If you can be good enough to obtain for us copies of the Orders bearing on the matter, we shall be in a better position to consider to what extent repeal or amendment is necessary if it should be decided to issue an Order in Council for the Aden Protectorate on the general lines of "The Defence (Certain British Possessions) Order in Council, 1928."

Yours, &c.,
H. R. COWELL.

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* No. 309. † C. 91902/1/32 [No. 7B]: not printed. ‡ No. 308.

C. 91902/1/32 [No. 11].

No. 312.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. C. G. EVANS (AIR MINISTRY).

Downing Street, 2nd July, 1932.

DEAR EVANS,

WITH reference to your letter of the 16th June,* I enclose a copy of letter† which I have sent to Laithwaite regarding emergency powers in the Aden Protectorate.

I do not think there will be any ultimate difficulty in providing for such powers, to the extent that they may be required. It would, however, be convenient if you could let us know in due course the extent of the powers which it is thought necessary to take in the Protectorate. This would facilitate the drafting of an Order in Council or other instrument.

I am not clear what control, if any, can usefully be exercised in the Protectorate over such matters as trade and communications.

Yours, &c.,
H. R. COWELL

C. 91902/1/32 [No. 12].

No. 313.

MR. J. G. LAITHWAITE (INDIA OFFICE)

to

MR. C. G. EVANS (AIR MINISTRY).

(Copy received in Colonial Office, 7th July, 1932.)

India Office, Whitehall, S.W.1, 2nd July, 1932.

MY DEAR EVANS,

I WRITE with reference to your demi-official letter of 26th May‡ to Cowell about the Aden Defence Scheme to say that we have now examined the points involved.

2. I enclose a copy of a note by Sir Edward Chamier which I think makes the position clear. The legislation of 1929 made no alteration in the status of the Aden Settlement which remains, as before, part of British India. This being so, the same objections as were stated by us in 1928 would hold good to the issue of regulations of the type now under consideration save by an Indian authority.

3. As you will see, Sir Edward Chamier advises that the necessary authority might be obtained either by an Ordinance of the Governor-General under Section 72 of the Government of India Act, or by a Regulation under Section 71, or by an Act of the Indian Legislature. We should, of course, need to be able to act at once in regard to the issue of the regulations on the outbreak of war, and in view of the delay which might be involved, we may, I think, dismiss action by means of an Act of the Indian Legislature. If you agree as to this, the alternatives open to us would be to arrange for the issue of the regulations either under an Ordinance or by a Regulation. An Ordinance under Section 72 of the Government of India Act would remain in force for six months only. During that period arrangements could be made to secure the necessary authority by a Regulation or by an Act of the Indian Legislature, and as we understand that emergency action in respect of the rest of India would probably be taken under Section 72, no difficulty need be anticipated in securing this.

4. The best course would appear to be that you should send us a precise statement of the regulations the issue of which you would desire, that we should send these to the Government of India, and that we should ask them to intimate that they would be prepared immediately on the outbreak of war or in such other events as might necessitate action to supply the necessary legislative authority for the issue of them by means of either an Ordinance or a Regulation or an Act of the Legislature. There would be no risk of difficulty or delay if an arrangement of this nature were brought into being.

5. The preceding paragraph deals with the question of the Aden Settlement. The Aden Protectorate is of course in a different position. You have already had a full statement of the legal position in regard to the Protectorate and the Acts which have been made applicable to it (see correspondence printed on pages 98-101 of Middle East No. 22). Such jurisdiction as is exercised in it at the present time is exercised under

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* No. 310. † No. 311. ‡ No. 308.

the Indian (Foreign Jurisdiction) Order in Council of 1902, of which I enclose copies, through the Governor-General of India in Council. You will remember that we considered at an earlier stage whether it might not be desirable to transfer jurisdiction in the Protectorate to His Majesty's Government in the United Kingdom and that it was ultimately decided that no serious inconvenience was likely to arise if matters were left as they were. I do not imagine that any very serious problem is likely to be presented by the Protectorate at any rate immediately on the outbreak of war; and the necessary transfer of jurisdiction would, I imagine, be arranged with little difficulty or delay in the event of the situation making this desirable. Action would presumably be by the cancellation of the Order of 1902, and the issue of a fresh order conferring such jurisdiction as the Imperial Government thought necessary.

6. I am sending a copy of this letter to Cowell. If, after reading it, you would like to discuss the matter further with the assistance of the Colonial Office, perhaps you would let me know.

Yours, &c.,
J. G. LAITHWAITE.

Enclosure 1 in No. 313.

NOTE BY SIR E. CHAMIER DATED 24TH JUNE, 1932.

ADEN proper, that is to say the Province of Aden as defined in Schedule A to the Aden Laws Regulation, 1932, is still in the same position as any other part of "British India" for the purposes now in question. If on the outbreak of war it became necessary to issue regulations of the kind suggested legislative authority would have to be obtained. Such authority might be obtained by means of an Ordinance of the Governor-General under Section 72 of the Government of India Act or a Regulation under Section 71 of the Act or an Act of the Indian legislature. An Ordinance as you know remains in force for six months only. On the outbreak of the Great War we proceeded first by Ordinance and then by ordinary legislation.

It is not possible to legislate *directly* for the Aden Protectorate either by Ordinance or by Regulation or by Act of the Indian legislature. Action would have to be taken if at all under the Indian (Foreign Jurisdiction) Order in Council, 1902, issued under the Foreign Jurisdiction Act, 1890. I understand that this Order applies to the Aden Protectorate, though I have not been able to trace the declaration under Clause 2 of the Order. In fact, however, the Governor-General in Council has acted under this Order in respect of the Aden Protectorate. I cannot say what powers the Crown has in this Protectorate, but these papers show that the jurisdiction exercised has been of a very mild kind.

Enclosure 2 in No. 313.

STATUTORY RULES AND ORDERS, 1902.

No. 466.

FOREIGN JURISDICTION.

India outside British India.

The Indian (Foreign Jurisdiction) Order in Council, 1902.

At the Court at Buckingham Palace, the 11th day of June, 1902.

PRESENT:

The King's Most Excellent Majesty.

Lord President. Lord Balfour of Burleigh.
Earl of Kintore. Sir John Winfield Bonser.

WHEREAS by treaty, grant, usage, sufferance, and other lawful means, His Majesty the King has powers and jurisdiction, exercised on His behalf by the Governor-General of India in Council, in India and in certain territories adjacent thereto;

Now, therefore, His Majesty, by virtue and in exercise of the powers by the Foreign Jurisdiction Act, 1890, or otherwise in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered as follows:—

1. This Order may be cited as the Indian (Foreign Jurisdiction) Order in Council, 1902.

2. The limits of this Order are the territories of India outside British India, and any other territories which may be declared by His Majesty in Council to be territories in which jurisdiction is exercised by or on behalf of His Majesty through the Governor-General of India in Council, or some authority subordinate to him, including the territorial waters of any such territories.

3. The Governor-General of India in Council may, on His Majesty's behalf, exercise any power or jurisdiction which His Majesty or the Governor-General of India in Council for the time being has within the limits of this Order, and may delegate any such power or jurisdiction to any servant of the British Indian Government in such manner, and to such extent, as the Governor-General in Council from time to time thinks fit.

4. The Governor-General in Council may make such rules and orders as may seem expedient for carrying this Order into effect, and in particular—

(*a*) for determining the law and procedure to be observed, whether by applying with or without modifications all or any of the provisions of any enactment in force elsewhere, or otherwise;
(*b*) for determining the persons who are to exercise jurisdiction, either generally or in particular classes of cases, and the powers to be exercised by them:
(*c*) for determining the courts, authorities, judges, and magistrates, by whom, and for regulating the manner in which, any jurisdiction, auxiliary, or incidental to or consequential on the jurisdiction exercised under this Order, is to be exercised in British India;
(*d*) for regulating the amount, collection, and application of fees.

5. All appointments, delegations, certificates, requisitions, rules, notifications, processes, orders, and directions made or issued under or in pursuance of any enactment of the Indian Legislature regulating the exercise of foreign jurisdiction, are hereby confirmed, and shall have effect as if made or issued under this Order.

6. The Interpretation Act, 1889, shall apply to the construction of this Order.

A. W. FITZROY.

Enclosure 3 in No. 313.

EXTRACT FROM BRITISH ENACTMENTS IN FORCE IN NATIVE STATES, VOLUME IV., 1913
ADEN PROTECTORATE.

THE following British enactments are in force in the Aden Protectorate:—

I.—STATUTES.—See Appendix I.

Regulation III of 1910.

II.—ACTS OF THE GOVERNOR-GENERAL IN COUNCIL.—See Appendix II.

III.—REGULATIONS MADE BY THE GOVERNOR-GENERAL IN COUNCIL.—*The Aden Arms (Sea Traffic) Regulation, 1910.

IV.—ORDERS UNDER STATUTES.

39 and 40 Vict. c. 46.

No. 1664-*P*, *dated the* 13*th July*, 1877.—Printed Volume I, page 3.

53 and 54 Vict. c. 37.

The Indian (Foreign Jurisdiction) Order in Council, 1902.—Printed in Appendix III.

Sea Customs Act, 1878.

V.—ORDERS UNDER ACTS OF THE GOVERNOR-GENERAL IN COUNCIL.

No. 4902-62, *dated the* 7*th June*, 1907.—

Prohibition of import into Aden of certain goods not covered by export passes.

In exercise of the powers conferred by Section 19 of the Sea Customs Act, 1878 (VIII of 1878), the Governor-General in Council is pleased to prohibit the bringing by sea or land into Aden of any goods specified in the annexed schedule, except such as are imported under cover of an export pass-note issued in respect of them by an officer of customs at the place of export.

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* Places restrictions on the sea-traffic in arms, ammunition, military stores and explosives, between Aden and places in the Gulf of Aden, including Ports in the Aden Protectorate. Published in the *Gazette of India*, 1910, Pt. I, page 485.

Schedule.

1. Ostrich eggs.

2. Heads, horns, skins, feathers, or flesh of any of the undermentioned animals :—

(1) Zebra.
(2) Giraffe.
(3) Eland.
(4) White-tailed gnu.
(5) Wild ass.
(6) Buffalo.
(7) Elephant.
(8) Vulture.
(9) Secretary bird.
(10) Owl.
(11) Rhinoceros-bird or beef-eater (Buphaga), any species
†(12) x x
(13) Rhinoceros.
(14) All antelopes and gazelles.
(15) Cheeta (*Cynoclurus*).
(16) Aard-wolf.
(17) Smaller monkeys of each species.
(18) Marabous.
(19) Egret.
(20) Wild pig.
(21) Smaller cats.
(22) Wart hog (*Phacocharns*).
(23) Greater Bustard.

Indian Arms Act, 1878.

Exemption of certain persons from certain prohibitions and directions contained in the Act.

Rules regarding the export of arms and ammunition from and their import into British India.

[*Gazette of India*, 1907, Pt. I, page 451.]

No. 3102, *dated the* 16*th August*, 1909.—Printed in Appendix XVII.

(The Indian Arms Rules, 1909.)

VI.—ACTS LOCALLY APPLIED.

No. 368-*E.B.*, *dated the* 1*st February*, 1907.—In exercise of the powers conferred by the Indian (Foreign Jurisdiction) Order in Council, 1902, the Governor-General in Council is pleased to make the following Orders :—

Part I.

1. The provisions, so far as they can be made applicable in the circumstances for the time being, and as amended for the time being by subsequent enactments, of the enactments specified in the First Schedule to this part, are hereby applied to the Aden Protectorate, subject, in the case of the Code of Criminal Procedure, 1898 (Act V of 1898), to the modifications specified in the Second Schedule to this Part.

2. For the purpose of facilitating the application of the said enactments to the Aden Protectorate, any Court for the Aden Protectorate may construe any provision in any such enactment with such alterations not affecting the substance as may be necessary or proper to adapt it to the matter before the Court.

3. No legal practitioner shall be permitted to appear in any case before any Court without the express authority in writing of the Political Resident.

THE FIRST SCHEDULE.

Enactments Applied.

Number and year.	*Subject.*
Act XLV of 1860	Penal Code.
Act V of 1898	Criminal Procedure.
Regulation IV of 1901	Frontier Murderous Outrages.

THE SECOND SCHEDULE.

Modifications in the Code of Criminal Procedure, 1898 (*Act V of* 1898).

(1) *In the Code of Criminal Procedure*, 1898 :—

(*a*) The Court of Session may take cognisance of any offence as a Court of original jurisdiction without the accused person being committed to it by a Magistrate and shall, when so taking cognisance of any offence, follow the procedure prescribed by the Code of Criminal Procedure, 1898, for the trial of warrant-cases by Magistrates.

† Omitted by notification No. 3596-54 dated the 20th May, 1909. *Gazette of India*, 1909, Pt. I, page 393.

(*b*) Save as hereinafter provided, no appeal shall lie from any order of any Sessions Judge.

(*c*) Trials before the Court of Session may, in the discretion of the Sessions Judge, be without jury or the aid of assessors.

(*d*) In cases under Regulation IV of 1901 no sentence of death passed by an Assistant Resident shall be carried out unless and until it is confirmed by the Political Resident.

(*e*) In cases under other Acts, no sentence of death passed by any Court shall be carried out unless and until it is confirmed by the Governor of Bombay.

(*f*) All sentences of imprisonment passed by an Assistant Resident for a term exceeding one year shall be submitted for confirmation to the Political Resident.

In any case in which an Assistant Resident passes a sentence of imprisonment for a term exceeding six months, an appeal shall lie to the Political Resident.

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[*Gazette of India*, 1907, Pt. I, page 74.]

VII.—ORDERS RELATING TO COURTS.

Execution of capital sentences in British India

No. 1431-I, *dated the* 27*th April*, 1893.
No. 4220, *dated the* 3*rd July*, 1895.
} Printed in Appendix XIII

Criminal law and procedure of British India applicable to British subjects in Native States.

No. 1863-I. A, *dated the* 13*th May*, 1904.—Printed in Appendix IV.

Constitution of Criminal Courts.

No. 368-E. B, *dated the* 1*st February*, 1907—In exercise of the powers conferred by the Indian (Foreign Jurisdiction) Order in Council, 1902, the Governor-General in Council is pleased to make the following Orders :—

* * * * * * * * * *

Part II.

For the purposes of the exercise of criminal jurisdiction as regards the Aden Protectorate :—

1. The Political Resident and, with the sanction of the Political Resident in writing, the Assistant Resident for the time being at Aden shall exercise the powers of District Magistrates and Sessions Judges as described in the Code of Criminal Procedure, 1898, and of Deputy Commissioners or Sessions Judges under the Frontier Murderous Outrages Regulation, 1901, as applied by this notification.

2. If in any case in which the complainant (if any) and the accused person or all the accused persons are not British subjects, the Court deems it expedient for political reasons to decline to exercise the power so conferred on it, it shall be in the discretion of the Court to do so.

3. The Political Resident and Assistant Residents for the time being at Aden are hereby appointed to be Justices of the Peace within the Aden Protectorate.

4. The High Court of Judicature at Bombay shall be the Court to which European British subjects charged with an offence punishable with death, and persons charged jointly in such cases with European British subjects, shall be committed for trial.

5. If any European British subject shall be charged in Aden with any offence (other than an offence punishable with death) which a Justice of the Peace shall not be competent to punish, and there shall be sufficient grounds for committing him for trial, such European British subject shall be committed to the Court of the Resident, and shall be tried by the Resident.

[*Gazette of India*, 1907, Pt. I, page 74.]

C. 91902/1/32 [No. 13].

No. 314.

MR C. G. EVANS (AIR MINISTRY)

to

MR J. G LAITHWAITE (INDIA OFFICE).

(Copy received in Colonial Office, 30th July, 1932.)

[*Answered by No.* 316.]

MY DEAR LAITHWAITE, Air Ministry, Kingsway, W.C.2, 29th July, 1932.

YOUR letter of 5th July (P.Z. 3545/32).

I enclose for reference a copy of that portion (Chapter 6)* of the draft Aden Defence Scheme which deals with measures affecting the civil population at Aden in time of war or threat of war, and suggest that (subject to what your legal advisers may say) the case would be met if the Government of India undertook that they would immediately on the outbreak of war or in such other events as might necessitate bringing the requisite powers into operation to issue an Ordinance corresponding in terms as closely as possible to those of the Defence (Certain British Possessions) Order in Council, 1928.

As regards the position in the Protectorate, this seems to be covered by the Indian (Foreign Jurisdiction) Order in Council which I assume would enable the Resident to apply in the Protectorate the same emergency powers as those obtaining in the Settlement itself.

The draft Chapter 6 is not in its absolutely final form; paragraph 11 has to be amended to make it clear that martial law would not necessarily be brought into force merely because the precautionary stage or even the war stage had been reached. Clearly, the declaration of martial law would depend upon internal conditions in Aden and not merely upon the fact of war or the threat of war.

There are also a few other amendments, mainly drafting, which the Judge Advocate-General has suggested, but these need not, I think, trouble you or delay the approach to the Government of India on the question of procedure.

Is this enough for you to take the matter up with them? We can, if necessary put this to you officially.

I am sending a copy of this letter to Cowell.

Yours, &c.,
C. G. EVANS

C. 91902/1/32 [No. 14].

No. 315.

MR. H. R. COWELL (COLONIAL OFFICE)

to

MR. J. G. LAITHWAITE (INDIA OFFICE).

MY DEAR LAITHWAITE, Downing Street, 16th August, 1932.

YOU sent me on the 6th July a copy of your letter to Evans of the 2nd July,† on the subject of the issue of regulations affecting the civil population, in connexion with the Aden Defence Scheme. I have also received a copy of Evans' letter to you of the 29th July.‡

India Office and the Air Ministry, and we are not involved. As regards the Protectorate, if it can be stated that adequate powers exist under the Indian (Foreign Jurisdiction) Order in Council, 1902, we should see no reason for making additional provision in anticipation of any emergency. We are, however, in some doubt as to the extent of the powers given by the Order in Council. It appears to delegate to the Governor-General powers and jurisdiction which His Majesty enjoys "by treaty, grant, usage, sufferance, and other lawful means." Can the India Office take the responsibility of saying that under these powers the regulations required for the purposes of the Defence Scheme could be enforced in the Protectorate? If they can, we have no reason to object to the procedure.

Yours, &c.,
H. R. COWELL.

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* Not printed here. † No. 313. ‡ No. 314.

C. 91902/1/32 [No. 15].

No. 316.

MR. J. G. LAITHWAITE (INDIA OFFICE)

to

MR. C. G. EVANS (AIR MINISTRY).

(Copy received in Colonial Office, 27th August, 1932.)

India Office,

MY DEAR EVANS, Whitehall, S.W.1, 25th August, 1932.

MANY thanks for your letter of 29th July,* about the draft Aden Defence Scheme. I now enclose a copy of a letter which we have sent to the Government of India, which is, I think, self-explanatory. We will let you know at once as soon as we hear from them.

2. I am sending a copy of this letter and its enclosure to Cowell.

Yours, &c.,
J. G. LAITHWAITE.

Enclosure in No. 316

(Secret.)

India Office,

MY DEAR METCALFE, Whitehall, S.W.1, 1st September, 1932.

THE question of the propriety of including Aden in the Schedule to an Order in Council relating to the defence of certain British Colonies, the object of which is to bestow various exceptional powers, in connexion *inter alia* with censorship, control of food-stuffs, and the like on the outbreak of war or in other times of emergency, upon the local authorities, was raised by the Colonial Office in 1928. As the result of examination here the Secretary of State indicated that if the Resident at Aden was to be empowered to issue regulations of the type in question it was preferable that he should do so in the exercise of authority conferred upon him by Indian legislation, and that so long as Aden remained legally part of India there would be strong objection to any proposal that he should be so authorized under an Order in Council applying to parts of the Empire under the direct control of the Home Government. We added that in an emergency it would always be open to the Governor-General to deal with the situation by the issue of an ordinance under Section 72 of the Government of India Act. Copies of the correspondence were sent to the Government of India in the Political Secretary's weekly letter of 15th March, 1928.

2. In 1929 Section 33 of the Government of India Act was amended so as to transfer the superintendence, direction, and control of the military government of Aden from the Governor-General to an authority to be specified Under the Aden Order in Council of 1929 the authority specified was the Resident, who was, however, required in the exercise of the powers so transferred "to pay due obedience to all such orders as he may receive from a Secretary of State."

3. The Air Ministry, being the Imperial Department responsible for the military government of Aden, have now again raised the question whether regulations of the type under consideration in 1928 should, on the outbreak of war, be issued by an Indian or Home authority, and I enclose a copy of correspondence with them which is, I think, self-explanatory.

From Mr. Cowell, Colonial Office, dated 15th June, and enclosure.†
From Mr. Evans, Air Ministry, dated 16th June.‡
To Mr. Evans, Air Ministry, dated 5th July.§
From Mr. Evans, Air Ministry, dated 29th July, and enclosure ‖
To Mr. Evans, Air Ministry, dated 25th August, 1932.¶

4. From the correspondence in question you will see that the Secretary of State is of opinion that since the legislation of 1929 made no alteration in the status of the Aden Settlement, which remains, as before, part of British India. the same objections as were stated in 1928 would hold good to the issue in respect of it of regulations of the type now under consideration, save by an Indian authority. The suggestion has therefore been tentatively made by the Air Ministry that the case would be met, were the Government of India to undertake that they would, immediately on the outbreak of war, or in such other event as might necessitate bringing the requisite powers into operation, issue an Ordinance corresponding in terms as closely as possible to those of the Defence (Certain British Possessions) Order in

* No. 314. † No. 309. ‡ No. 310 § Not printed. ‖ No. 314. ¶ No. 316.

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Council, 1928, of which I enclose a copy. (I ought incidentally to add that this Order is treated as Secret, although it is not so marked.)

5. We should be grateful if the Government of India would let us know whether they see any objection to action on these lines and whether they would be prepared to agree to take the action in question in the events described. If they see difficulty in doing so perhaps you would be good enough to indicate what alternative procedure they would suggest. It is, I imagine, common ground that action of the nature contemplated to be effective must admit of being taken immediately on the occurrence of an emergency or the outbreak of war, and the only question in issue is that of machinery. If the Government of India were to issue a Regulation or the Governor-General an Ordinance, it would perhaps follow the lines of the Defence of India (Criminal Law Amendment) Act, 1915, *i.e.*, confer power to make rules on the matters dealt with by the Order in Council of 1928, since this course of action is, it is understood, generally found to be more convenient than putting the details into a Regulation, Ordinance, or Act. If so, it would no doubt be possible to have the requisite rules in draft and in possession of the Chief Commissioner of Aden, so that on the signal being given the rules could be made and promulgated by him immediately.

6. The preceding paragraphs deal with the position in relation to the Settlement of Aden. As you will see, the correspondence deals also with the position in the Protectorate. Here the position is rather different as the Protectorate is not part of British India. We understand that such jurisdiction as is exercised in it at present is exercised under the Indian (Foreign Jurisdiction) Order in Council of 1902 through the Governor-General in Council. The interested departments here have, I think, so far, been inclined to the view that unless the situation changes the simplest course would be to leave the jurisdiction as it stands, in preference to transferring it to some department of His Majesty's Government. You will see that Evans of the Air Ministry, in his letter of 29th July, remarks that, for the purpose in question, the position seems to be covered by the Indian (Foreign Jurisdiction) Order in Council of 1902 which he assumes would enable the Resident to apply in the Protectorate the same emergency powers as those obtaining in the Settlement itself. We are not quite sure as to this assumption since (even allowing for the fact that in wartime we should not be too particular) the Aden Protectorate is foreign territory, and it might be doubted whether it would be possible to take therein (presumably under Clause 4 (*a*) of the Order in Council of 1902) the very extensive powers proposed to be taken in the Settlement. On the other hand, our position in the Protectorate is such that serious difficulty would presumably be unlikely to arise with any of the local rulers concerned out of action of the nature now contemplated being taken by us in their territories. But we should be very grateful for the Government of India's observations on the point.

Yours, &c.,
J. C. WALTON.

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